

Schedule 4

Proofs of Claim

**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re:

Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11

Case No. 08-13555 (JMP)  
(Jointly Administered)

Filed: USBC - Southern District of New York

Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP)

0000042090

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Legend Logistics Ltd.

c/o Capitol International LLC and Thomas R. Slome, Esq.  
Shop No. 2, G/FL, Meyer, Suozzi, English & Klein. PC  
Emirates Centre - PO Box 41710 990 Stewart Avenue  
Karama, Dubai U.A.E. P.O Box 9194  
Attn: Mr. R. Sakhrani Garden City, New York 11530-9194  
Telephone number: 97150 4553832 email: capitol@emirates.net.ae

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

See Rider Section 5

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 500,000.00 (Required) Plus Interest; See Rider

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0351261630 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

CA07696

See Rider and Certificate of Holding  
(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

BNP Paribas Account No. 15512 at Clearstream  
(Swift Code CEDELULLXXX)

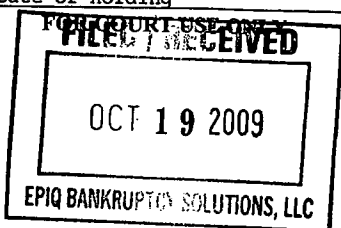
(Required) See Rider and Certificate of Holding

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:

10/10/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re:

Chapter 11

**LEHMAN BROTHERS HOLDINGS INC., et al.,**

Case No. 08-13555 (JMP)

Debtors.  
-----X

(Jointly Administered)

**RIDER TO LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM**

1. Basis for Claim.

Legend Logistics Ltd. ("Claimant") is the beneficial holder of the securities listed on the attached Certificate of Holdings (the "Certificate"). The Certificate provides the amount, type and ISIN Code for the securities, as well as the account number of the institution through which Claimant holds these securities. A "Blocking Number" is also reflected on the Certificate.

Claimant makes claim against Lehman Brothers Holdings Inc. (the "Debtor") for the principal amount of these securities, which is \$500,000), plus any and all applicable interest or other earnings or charges to which Claimant is entitled as a result of the ownership of these securities, including without limitation interest accruing on the securities before and after the September 15, 2008 date on which the Debtor filed its bankruptcy petition. Interest accrued and unpaid to that date is \$9,270.80.

2. Reservation of Rights.

Claimant reserves the right to amend or supplement this Proof of Claim to reflect any additional claims against the Debtor, to specify additional interest, costs, expenses or other charges or claims incurred by the Claimant and to file additional claims that may be based on the same or additional documents.

3. No Waiver.

This Proof of Claim is filed to protect the Claimant from forfeiture of the Claim. The filing of this Proof of Claim is not: (a) a waiver or release of the Claimant's rights against any person, entity or property; (b) a consent by the Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this reference or otherwise challenge the jurisdiction of the Bankruptcy Court; (d) an election of remedy; (e) a waiver of any rights or claims the Claimant has against the Debtor or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; or (f) a waiver of past, present or future defaults or events of default.

4. Notices.

All notices to the Claimant should be sent to:

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.  
Attn: Thomas R. Slome, Esq.  
990 Stewart Avenue, Suite 300  
P.O. Box 9194  
Garden City, New York 11530-9194  
Email: tslome@msek.com  
Phone: 516-592-5772

Legend Logistics Ltd.  
c/o Capitol International LLC  
Shop No. 2, G/F1  
Emirates Centre (San Fashion Bldg)  
P.O. Box 41710  
Karama, Dubai, U.A.E.  
Attn: Mr. R. Sakhrani  
Email: capitol@emirates.net.ae  
Phone: 97150 4553832



5. Payment.

Payment on the claim should be made payable to Legend Logistics Ltd. and be sent to:

Legend Logistics Ltd.  
c/o BNP Paribas (Suisse) S.A.  
Selnastrasse 16  
CH -8022 Zurich  
Switzerland

Capitol International LLC  
P.O. Box 41710  
Dubai  
United Arab Emirates

Geneva, 01.09.2009

**Certificate of holding**

We are pleased to confirm that you, as client of our Bank, held, as per Mr/Ms....., the following position :

**USD 500'000 – 7,5% LEHMAN BROTH TRSY 3/M LIB. 08-2018**

**(ISIN code: XS0351261630)**

Those securities are registered on our account n° 15512 named BNP Paribas/clients assets opened at Clearstream, 42 Avenue J.F. Kennedy, 1855 Luxembourg (CEDELULLXXX).

**The Blocking Number is CA07696**

This information is delivered upon your request and in the context of the filing of Proof in the Lehman Brothers Holding Incorporated's bankruptcy proceeding. It is given to you without any liability and should not be interpreted as an undertaking on our part.

Yours faithfully,

BNP PARIBAS (SUISSE) SA

**MEYER, SUOZZI, ENGLISH & KLEIN, P.C.**

COUNSELORS AT LAW

990 STEWART AVENUE, SUITE 300

P.O. BOX 9194

GARDEN CITY, NEW YORK 11530-9194

516-741-6565

FACSIMILE: 516-741-6706

E-MAIL: meyersuozzi@msek.com

WEBSITE: <http://www.msek.com>

ONE COMMERCE PLAZA

SUITE 1705

ALBANY, NEW YORK 12260

518-465-5551

FACSIMILE: 518-465-2033

1300 CONNECTICUT AVENUE, N.W.

SUITE 600

WASHINGTON, DC 20036

202-955-6340

FACSIMILE: 202-223-0358

1350 BROADWAY, SUITE 501

P.O. BOX 822

NEW YORK, NEW YORK 10018-0026

212-239-4999

FACSIMILE: 212-239-1311

425 BROADHOLLOW ROAD, SUITE 405

P.O. BOX 9064

MELVILLE, NEW YORK 11747-9064

631-249-6565

FACSIMILE: 631-777-6906

**THOMAS R. SLOME**

October 16, 2009

**VIA FEDEX**

Epiq Bankruptcy Solutions, LLC

Attn: Lehman Brothers Holdings Claims Processing

757 Third Avenue, 3<sup>rd</sup> Floor

New York, NY 10017

Re: In re Lehman Brothers Holdings Inc.  
Chapter 11 Case No. 08-13555 (JMP)

Dear Sir/Madam:

Enclosed is an original and one copy of a Lehman Securities Programs Proof of Claim, which we are submitting on behalf of our client, Legend Logistics Ltd.

Please file the original (together with its rider and other attachment) and return the copy, file stamped to show receipt, in the enclosed self-addressed post-paid envelope.

Very truly yours,



Thomas R. Slome

TRS/lg  
encl.

This pouch is resealable.

Press Here. Press Here. Press Here. Press Here.

**FedEx** 11:45 STANDARD OVERNIGHT  
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FDX EWR 190CT09  
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RECEIVED

**XAOGSA**

From: Origin  
Thomas Storm  
Miami, Suiza  
800 Stewart A  
Suite 300  
Garden City, NY 11530



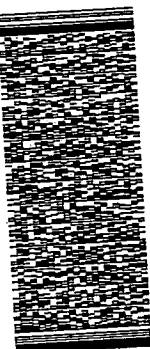
Ref # TRS 224017  
Invoice #  
PO #  
Dept #

SHIP TO: (000) 000-0000  
Lehman Bros. Hldgs. Claims Process  
Epiq Bankruptcy Solutions, LLC  
757 3RD AVE FRNT 3

NEW YORK, NY 10017

MON - 18OCT  
STANDARD OVERNIGHT

TRK# 7970 2506 8037  
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Page 1 of 1

**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:

Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11

Case No. 08-13555 (JMP)  
(Jointly Administered)

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

Filed: USBC - Southern District of New York

Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP) 0000043481



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**Creditor: SelectInvest Financial Service AG**  
1010 Vienna, Kaerntnerstrasse 51/Top 3a

**Notices to: Bankhaus Schelhammer & Schattera AG**  
1010 Vienna, Goldschmiedgasse 3

Telephone number:

Email Address:

☐ Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
(If known)

**Filed on:** \_\_\_\_\_

Name and address where payment should be sent (if different from above)

**Bankhaus Schelhammer & Schattera AG**  
Goldschmiedgasse 3, 1010 Vienna, Austria

Telephone number: **+43153434** Email Address: **bank.office@schelhammer.at**

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$ ---641,880.00---** (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): XS0231181222** (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

**(Clearstream) CA34598**  
(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**-38121-** (Required)

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**Date:**  
2009,  
Oct. 15

**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

**FILED / RECEIVED**

**OCT 21 2009**

**EPIQ BANKRUPTCY SOLUTIONS, LLC**

Bankhaus  
Schelhammer & Schattera





Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076  
United States of America  
CERTIFIED MAIL / einschreiben

Vienna, 2009-10-15

Subject: Proofs of Claim based on Lehman Programs Securities  
Adjustment of our transmitted Proof of Claim Form dated 2009-09-28

Dear Sirs and Madams!

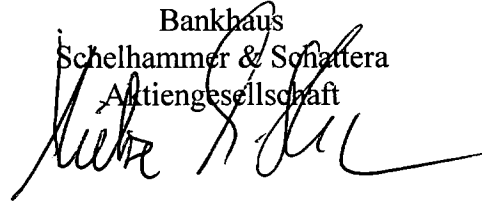
Referring to the subject mentioned above and our letter dated 2009-09-28 we kindly ask you to adjust our already transmitted Proof of Claim Form (dated see above) as we unfortunately have used a wrong blocking number. We hereby attach the "correct", duly completed form with the valid blocking number CA34598 in number 3.

Except the mentioned blocking number, everything else stays the same.

We also ask you to affirm the reception of this letter including the form per e-mail [bank.office@schelhammer.at](mailto:bank.office@schelhammer.at) for our records.

With kind regards,

Bankhaus  
Schelhammer & Schattera  
Aktiengesellschaft



One Attachment  
Proof of Claim Form





**PRIORITY**  
**PRIORITAIRE**



Leider können wir nicht immer verhindern, dass Sie mehrere  
Briefsendungen an einem Tag von uns erhalten. Das Ausso-  
rtieren der Sendungen wäre teurer als das zusätzliche Porto.  
Bitte haben Sie dafür Verständnis.



**BANK HAUS**  
**Scheihammer & Schattera**  
A-1011 Wien Postfach 618

RECEIVED

OCT 21 2009



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**Österreich**  
€ **EUROCENT**  
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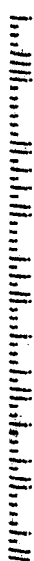
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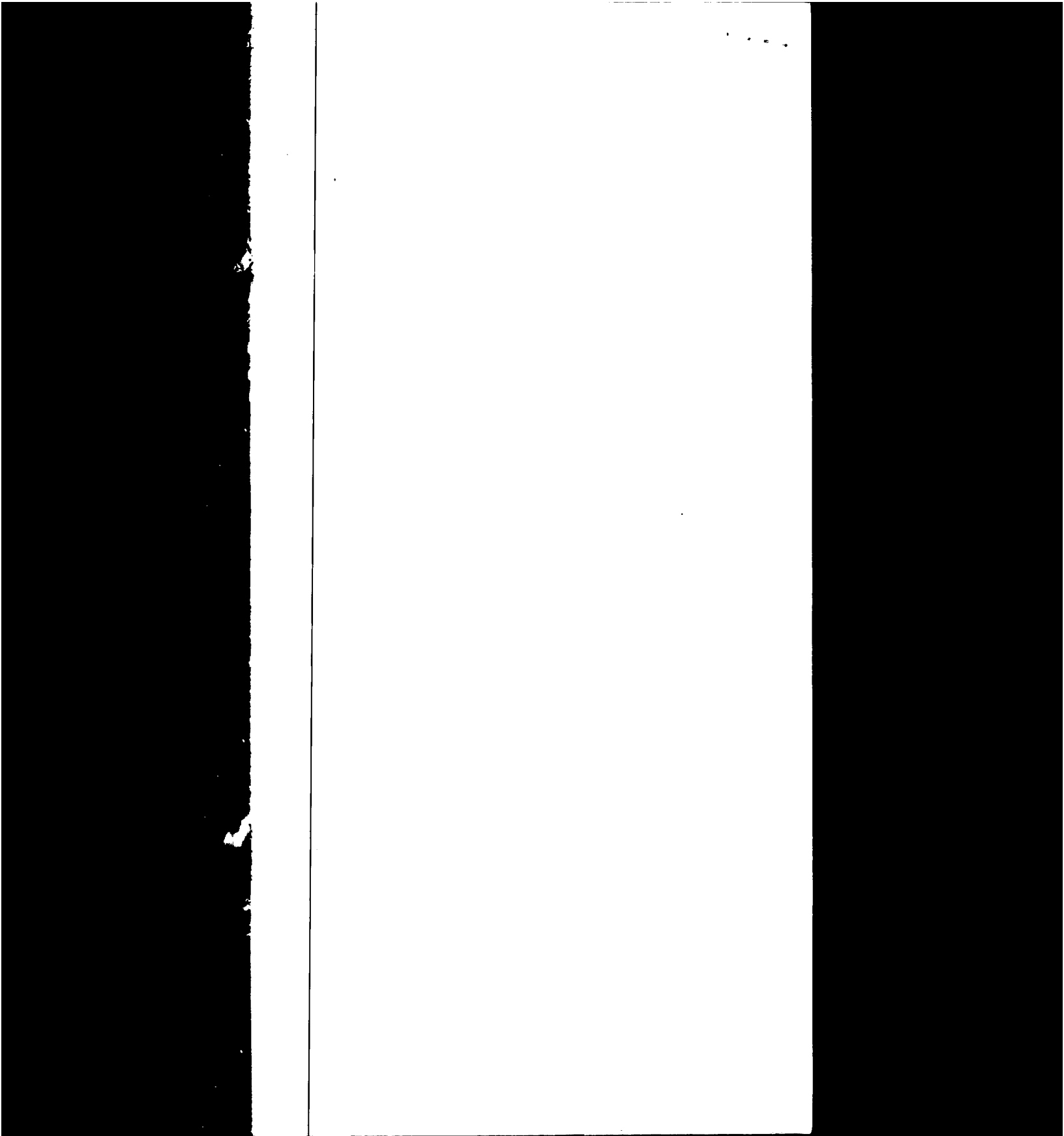


1014 Wien  
**RO 82850279 0 AT**


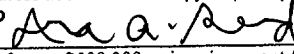


1015035075 B026





subject to future amendment

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044569	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Please send all notices also to: Baker & McKenzie LLP att. Ira A. Reid 1114 Avenue of the Americas New York, 10036, US T: +1 212 626 4100 / Mail: ira.a.reid@bakernet.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above)		Telephone number: Email Address:	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>1'686'133.90</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>CH0027120689</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Blocking numbers see attachment</u> (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. <u>SIX SIS AG, Baselstrasse 100, CH-4600 Olten</u></p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Account number 20090537</u> (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY <b>FILED / RECEIVED</b>  OCT 23 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date:  2009, Oct. 23	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Baker &amp; McKenzie LLP</u> 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

By: Ira A. Reid, as authorized representative and attorney-in-fact

**Attachment to Proof of Claim ISIN CH0027120689**

<b>Blocking Reference Number</b>
2720854538161510
4726024554130810
7173083654130810
1320142133161510
9961263054130810
6350342354130810
3691311654130810
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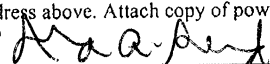
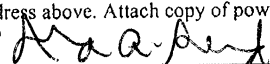
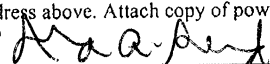
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10-23-09  
DATE

1:15pm  
TIME

subject to future amendment

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>			
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)			
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044605  THIS SPACE IS FOR COURT USE ONLY			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____  <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Please send all notices also to: Baker & McKenzie LLP att. Ira A. Reid 1114 Avenue of the Americas New York, 10036, US T: +1 212 626 4100 / Mail: ira.a.reid@bakernet.com					
Name and address where payment should be sent (if different from above)  Telephone number: Email Address:					
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>3'796'997.40</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>XS0302350888</u> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Blocking numbers see attachment</u> (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Euroclear Bank S.A., BE-Brussels</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Account number 94218</u> (Required)</p> <p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p> <table border="1"><tr><td>Date:  2009, Oct. 23</td><td>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Baker &amp; McKenzie LLP</u> </td></tr></table> <div style="border: 1px solid black; padding: 5px; text-align: center;"><p>FOR COURT USE ONLY</p><p><b>FILED / RECEIVED</b></p><p><b>OCT 23 2009</b></p><p>EPIQ BANKRUPTCY SOLUTIONS, LLC</p></div> <p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</p>				Date:  2009, Oct. 23	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Baker &amp; McKenzie LLP</u> 
Date:  2009, Oct. 23	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Baker &amp; McKenzie LLP</u> 				

By: Ira A. Reid, as authorized representative and attorney-in-fact

**Attachment to Proof of Claim ISIN XS0302350888**

<b>Blocking Reference Number</b>
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**Attachment to Proof of Claim ISIN XS0302350888**

<b>Blocking Reference Number</b>
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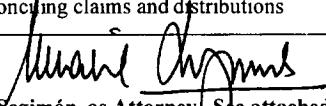


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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044722	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		 <b>THIS SPACE IS FOR COURT USE ONLY</b>	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Inversiones Nhet, S.L. Att: José Luis Navarro Iglesias C/ San Francisco de Sales 31 28003 Madrid, Spain  Telephone number: +34 91 533 48 00 Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Name and address where payment should be sent (if different from above)  Account number: ES1000865146990010005725 Banco Banif, S.A. C/ Ortega y Gasset 1, 28006 Madrid, Spain  Telephone number: +34 91 520 86 50 Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p><b>Amount of Claim: \$ Unliquidated - see attached Addendum to Proof of Claim.</b></p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p><b>International Securities Identification Number (ISIN): See attached Addendum to Proof of Claim.</b></p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p><b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b></p> <p><b>See attached Addendum to Proof of Claim.</b></p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p><b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b></p> <p><b>See attached Addendum to Proof of Claim.</b></p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions		<div>FOR COURT USE ONLY</div> <div>FILED / RECEIVED</div> <div>OCT 23 2009</div> <div>EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: October 15, 2009.	Signature:  Ms. Maria Segimon, as Attorney See attached Addendum to Proof of Claim for additional information		

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
**c/o Epiq Bankruptcy Solutions, LLC**  
**FDR Station, PO Box 5076**  
**New York, NY 10150- 5076**

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ADDENDUM TO PROOF OF CLAIM

This proof of claim is filed in the chapter 11 case of Lehman Brothers Holdings Inc., (the Debtor), Case No. 08-13555 (JMP), by Inversiones Nhet, S.L. ("Claimant").

Claimant's address is set forth on the first page of this proof of claim. Any notice relating to this proof of claim should be sent to such address with additional copies to be sent to the following addresses:

DLA Piper Spain S.L.  
Paseo de la Castellana, 35-2  
28046 Madrid, Spain  
Attention: María Segimón, Esq.

With an additional copy to:

DLA Piper LLP (US)  
1251 Avenue of the Americas  
New York, New York 10020  
Attention: William M. Goldman, Esq.

This proof of claim is filed in connection with a Lehman Program Security as that term is defined in that certain July 2, 2009 order establishing the deadline for filing proofs of claim (the "Bar Date Order"). As such, and pursuant to the express provisions of the Bar Date Order, no documentation supporting this proof of claim is attached.

Claimant is presently unable to calculate the amount due in connection with the Lehman Program Securities covered by this proof of claim and, therefore, this proof of claim is filed in an unliquidated amount for all ISINs listed below.

The following chart shows each Lehman Programs Security to which this claim relates, the depository blocking reference number, and the depository participant account number.

ISIN	Blocking Reference #	Depository participant account #
XS0258901759	6036177	EUROCLEAR # 22829
XS0286018758	6036178	EUROCLEAR # 22829

A copy of the power of attorney authorizing the execution of this proof of claim by María Segimón is attached hereto. Ms. Segimón's address is set forth above and her telephone number is +34 913191212.

Reservation of Rights

No judgment has been entered on any portion of the proof of claim.

The amounts of all payments on the claim have been credited and deducted for the purpose of making this proof of claim.

Claimant hereby reserves the right to assert further, additional and amended claims.

By executing and filing this proof of claim, Claimant, is not (i) waiving or releasing Claimant's rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

Claimant, in executing and filing this proof of claim, does not waive any right to any security, collateral or share thereof to which it may be entitled or any right to claim specific assets or any other right or rights that it has or may have against the Debtor or any other person or persons, and expressly reserves the right to amend or supplement this proof of claim in any respect and to file additional proofs of claim for additional claims.

POWER OF ATTORNEY

The undersigned,

Mr./Mrs. JOSE LUIS NAVARRO IGLESIAS, of legal age, of spanish nationality, and holder of DNI passport of his nationality number 00549435B, in force,

domiciled at CL SAN FRANCISCO DE SALES 31 28003 MADRID, acting on behalf of INVERSIONES NHET S.L. (the Grantor).

Whereas, the Grantor grants a special power of attorney, but as broad as required by law, in favour of the following persons:

- 200*
- (i) Mr. Juan Picón García de Leániz, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 50708807-V, in force;
  - (ii) Ms. María Segimón de Manzanos, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 826346-W, in force;
  - (iii) Mr. Javier Huerta Rebollo, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 11849665-L, in force,

in order that any of each of the aforementioned persons, jointly and severally, may, represent or designate another person to represent the Grantor in respect of Chapter 11 bankruptcy filed in the United States by Lehman Brothers Holdings Inc ("LBHI") and its affiliates as well as in any insolvency or bankruptcy proceeding of LBHI's non-U.S. Subsidiaries (the "Bankruptcy"), and in particular, and without limitation, to carry out the following acts in relation to the Bankruptcy:

El/Los abajo firmante/s,

D./D<sup>a</sup>. JOSE LUIS NAVARRO IGLESIAS, mayor de edad, de nacionalidad española, y con DNI pasaporte de su nacionalidad número 00549435B, en vigor,

con domicilio en CL SAN FRANCISCO DE SALES 31 28003 MADRID, actuando en nombre de INVERSIONES NHET S.L. (el Poderdante).

El Poderdante otorga un poder especial, pero tan amplio como en Derecho sea necesario a favor de las siguientes personas:

- (i) D. Juan Picón García de Leániz, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 50708807-V, en vigor;
- (ii) D<sup>a</sup>. María Segimón de Manzanos, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 826346-W, en vigor;
- (iii) D. Javier Huerta Rebollo, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 11849665-L, en vigor,

para que cada uno de ellos, indistintamente y solidariamente, pueda representar o designar a otra persona para representar al Poderdante en el procedimiento de quiebra bajo el Capítulo 11 en los Estados Unidos de América solicitado por Lehman Brothers Holdings Inc. ("LBHI") y determinadas sociedades filiales, así como en cualesquiera otros procedimientos de insolvencia o quiebra de las filiales de LBHI no domiciliadas en los Estados Unidos de América (la "Quiebra") y, en concreto, y sin que tenga carácter limitativo, para que pueda llevar a cabo las siguientes actuaciones en relación con la Quiebra:

- (a) To appear before or designate another person to appear before any Courts, Hearings or other Tribunals, ordinary or special, of any level or jurisdiction, and before any authority, or other public bodies, and other entities created and to be created in any of its branches, dependencies and services; and to commence, continue or terminate, as creditor, author, third party, contributor, claimant or in any other capacity, all type of actions, files, trials and proceedings in relation to the Bankruptcy.

In all these cases, to file, reply to and continue through all the necessary steps and stages, until completion, all type of actions, claims, complaints, criminal complaints, allegations, exceptions and defences and to make any other whatsoever, request suspension of trials or proceedings, giving in these, where necessary, personal ratification; to draft and file written documents and take part in all types of proceedings; to request and receive notifications, summons and subpoenas in relation to the Bankruptcy.

- Don*
- (b) To appear before or to designate another person to appear before all and any persons, firms, corporations, banks, institutions, commercial brokers, notaries, registrars, courts and tribunals, government agencies, authorities, being foreign, international, national, regional, provincial or municipal, with full powers of representation, being authorized to file petitions, requests and forms in relation to the Bankruptcy.

- (c) Execute any further public or private document of amendment, modification or ratification, including the signing of

- (a) Comparecer o designar a otra persona para comparecer ante cualesquiera Juzgados, Audiencias y demás Tribunales, ordinario o especiales de cualquier grado o jurisdicción, ante cualquier otra autoridad y demás entes públicos, y demás Entidades creadas y por crear, en cualquiera de sus ramas, dependencias y servicios; y en ellos, instar, seguir y terminar, como acreedor, actor, tercero, coadyuvante, requirente o en cualquier otro concepto, toda clase de actuaciones, expedientes, juicios y procedimientos en relación con la Quiebra.

En todos estos casos, entablar, contestar y seguir por todos sus trámites e instancias, hasta su conclusión, toda clase de actuaciones, acciones, demandas, denuncias, querellas, acusaciones, excepciones y defensas y ejercitar otras cualesquiera pretensiones, pedir suspensiones de juicios o procedimientos, ejercitándose en los mismos en cuantos casos fuera menester la ratificación personal; formar y presentar escritos y asistir a toda clase de actuaciones; solicitar y recibir notificaciones, citaciones y emplazamientos en relación con la Quiebra.

- (b) Comparecer o designar a otra persona para comparecer ante todas y cualesquiera personas, sociedades, corporaciones, bancos, instituciones, corredores de comercio, notarios, registradores, juzgados y tribunales, delegaciones de hacienda, delegaciones de gobierno y autoridades, ya sean extranjeras, internacionales, nacionales, autonómicas, provinciales o municipales, con poderes totales de representación, estando autorizadas para presentar instancias, formularios y requerimientos en relación con la Quiebra.

- (c) Firmar cualquier documento público o privado posterior de subsanación, rectificación o ratificación de los

approvals or forms (online or in paper) required, and do any other act or action which the attorney may consider necessary or expedient for the purpose or in connection with the above, including the execution, processing and submission of any form or document which may be convenient in relation to the Bankruptcy.

anteriores, pudiendo suscribir y firmar incluso cualquier formulario o impreso necesario (online o en papel), y realizar cualquier acto o actuación que el apoderado considere necesario o conveniente para cumplimentar la finalidad descrita en este apartado, incluyendo firmar, despachar o presentar cualquier otro documento que resulte conveniente en relación con la Quiebra.

Where necessary, the Grantor shall raise into public deed the granting of Power of Attorney under this document if requested by any of the attorneys.

En caso de que fuese necesario, el Poderdante se compromete a formalizar en escritura pública el apoderamiento conferido conforme al presente documento, una vez fuera requerido para ello por cualquiera de los apoderados.

So states and grants the Grantor, who reads and approves the present document, signing below.

Así declara y otorga el Poderdante, quien lee y aprueba el presente documento, firmándolo a continuación.

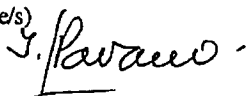
MADRID, on September 2009.

En MADRID, a de septiembre de 2009.

INVERSIONES NHET S.L.  
THE GRANTOR

INVERSIONES NHET S.L.  
EL OTORGANTE

(signature/s)



JOSE LUIS NAVARRO IGLESIAS

(firma/s)



JOSE LUIS NAVARRO IGLESIAS



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**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000045214

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Theodoor Gilissen Global Custody N.V.  
Keizersgracht 617  
1017 DS AMSTERDAM, The Netherlands

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Telephone number: +31 20 5276000 Email Address: [tgservices@gilissen.nl](mailto:tgservices@gilissen.nl)

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: See attached (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See attached (Required)

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Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See attached (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

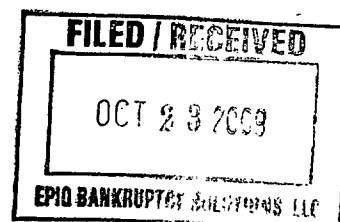
Date:  
October  
21<sup>st</sup>, 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Mister Drs. J. G.C.D. Versteeg

Mister R. van Barneveld

FOR COURT USE ONLY



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

-----X

**ANNEX TO PROOF OF CLAIM OF  
THEODOOR GILISSEN GLOBAL CUSTODY N.V.**

1. Claimant. Theodoor Gilissen Global Custody N.V., custodian and holder of account 51/267148/29 with KBL European Private Bankers S.A., Luxemburg, holder of account 13048 with Clearstream Luxemburg (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the Clearstream blocking reference number and the Clearstream account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 4 attached hereto. The Program Securities

have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 3, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 114,469,619.48 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the

jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

**EXHIBIT 1**

ISIN	Clearstream blocking reference number	Clearstream account number Account in the name of KBL European Private Bankers S.A., Luxembourg. Securities held on behalf of custodian Theodoor Gilissen Global Custody N.V., Amsterdam, Holland	Nominal Amount (EUR)	Nominal Amount (USD)*
XS0346707903	CA69354	13048	641,000.00	910,284.10
XS0295760093	CA69339	13048	1,587,000.00	2,253,698.70
XS0355133454	CA69358	13048	3,162,000.00	4,490,356.20
XS0379217184	CA69336	13048	20,000.00	28,402.00
XS0273084656	CA69337	13048	554,000.00	786,735.40
XS0332049815	CA69340	13048	1,715,000.00	2,435,471.50
XS0285922133	CA69353	13048	3,836,000.00	5,447,503.60
XS0375356648	CA69345	13048	255,000.00	362,125.50
XS0305948860	CA69344	13048	4,825,000.00	6,851,982.50
XS0314067140	CA76209	13048	1,499,000.00	2,128,729.90
XS0317240157	CA69352	13048	2,325,000.00	3,301,732.50
XS0339810078	CA69343	13048	1,177,000.00	1,671,457.70
XS0287672694	CA69355	13048	5,467,000.00	7,763,686.70
XS0296281735	CA69359	13048	8,970,000.00	12,738,297.00
XS0332050078	CA69338	13048	1,357,000.00	1,927,075.70
XS0377288450	CA69360	13048	14,000.00	19,881.40
XS0368669007	CA69357	13048	3,543,000.00	5,031,414.30
XS0263715467	CA69346	13048	10,430,000.00	14,811,643.00
XS0276441044	CA69347	13048	11,284,000.00	16,024,408.40
XS0327236757	CA69350	13048	5,483,000.00	7,786,408.30
XS0296067142	CA69356	13048	996,000.00	1,414,419.60
XS0365839835	CA69349	13048	1,030,000.00	1,462,703.00
XS0332049229	CA69342	13048	1,597,000.00	2,267,899.70
XS0373219582	CA69348	13048	755,000.00	1,072,175.50
XS0349530823	CA69341	13048	200,000.00	284,020.00
XS0346080590	CA69351	13048	6,196,000.00	8,798,939.60

**TOTALS**

**78,918,000.00 112,071,451.80**

\* Amounts due in EURO have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EURO = 1.4201 USD.

**EXHIBIT 2**

ISIN	Nominal Amount (EUR)	Accrued Interest (EUR)	Total (EUR)	Nominal Amount (USD)*	Accrued Interest (USD)*	Total (USD)*
XS0346707903	641,000.00	-	641,000.00	910,284.10	-	910,284.10
XS0295760093	1,587,000.00	-	1,587,000.00	2,253,698.70	-	2,253,698.70
XS0355133454	3,162,000.00	-	3,162,000.00	4,490,356.20	-	4,490,356.20
XS0379217184	20,000.00	-	20,000.00	28,402.00	-	28,402.00
XS0273084656	554,000.00	-	554,000.00	786,735.40	-	786,735.40
XS0332049815	1,715,000.00	-	1,715,000.00	2,435,471.50	-	2,435,471.50
XS0285922133	3,836,000.00	-	3,836,000.00	5,447,503.60	-	5,447,503.60
XS0375356648	255,000.00	-	255,000.00	362,125.50	-	362,125.50
XS0305948860	4,825,000.00	-	4,825,000.00	6,851,982.50	-	6,851,982.50
XS0314067140	1,499,000.00	-	1,499,000.00	2,128,729.90	-	2,128,729.90
XS0317240157	2,325,000.00	-	2,325,000.00	3,301,732.50	-	3,301,732.50
XS0339810078	1,177,000.00	-	1,177,000.00	1,671,457.70	-	1,671,457.70
XS0287672694	5,467,000.00	-	5,467,000.00	7,763,686.70	-	7,763,686.70
XS0296281735	8,970,000.00	-	8,970,000.00	12,738,297.00	-	12,738,297.00
XS0332050078	1,357,000.00	-	1,357,000.00	1,927,075.70	-	1,927,075.70
XS0377288450	14,000.00	-	14,000.00	19,881.40	-	19,881.40
XS0368669007	3,543,000.00	202,457.14	3,745,457.14	5,031,414.30	287,509.39	5,318,923.69
XS0263715467	10,430,000.00	763,533.15	11,193,533.15	14,811,643.00	1,084,293.43	15,895,936.43
XS0276441044	11,284,000.00	519,373.15	11,803,373.15	16,024,408.40	737,561.81	16,761,970.21
XS0327236757	5,483,000.00	-	5,483,000.00	7,786,408.30	-	7,786,408.30
XS0296067142	996,000.00	-	996,000.00	1,414,419.60	-	1,414,419.60
XS0365839835	1,030,000.00	-	1,030,000.00	1,462,703.00	-	1,462,703.00
XS0332049229	1,597,000.00	33,843.27	1,630,843.27	2,267,899.70	48,060.83	2,315,960.53
XS0373219582	755,000.00	15,999.79	770,999.79	1,072,175.50	22,721.31	1,094,896.81
XS0349530823	200,000.00	3,463.01	203,463.01	284,020.00	4,917.83	288,937.83
XS0346080590	6,196,000.00	150,062.03	6,346,062.03	8,798,939.60	213,103.09	9,012,042.69

<b>TOTALS</b>	<b>78,918,000.00</b>	<b>1,688,731.55</b>	<b>80,606,731.55</b>	<b>112,071,451.80</b>	<b>2,398,167.68</b>	<b>114,469,619.48</b>
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\* Amounts due in EURO have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EURO = 1.4201 USD.

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NO. 504 001

**EXHIBIT 3**

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**



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NO. 290 004  
NO. 524 002

**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Fuld, Jr.

  
John D. Macomber

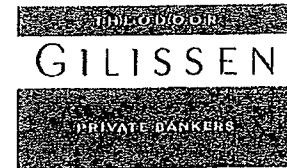
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**Schedule A**  
**to LBHI Unanimous Written Consent**  
**dated June 9, 2005**

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

**EXHIBIT 4**



TO WHOM IT MAY CONCERN:

Kettersgracht 617  
1017 DS Amsterdam  
Postbus 3325  
1001 AC Amsterdam  
t +31 (0)20 527 60 00  
f +31 (0)20 527 60 60  
info@gilissen.nl  
www.gilissen.nl

**DECLARATION**

Theodoor Gilissen Global Custody N.V. ("TGGC") is custodian and accountholder (accountnumber 51/267148/29) with KBL European Private Bankers S.A., Luxemburg ("KBL"). KBL is holder of account 13048 with Clearstream Luxemburg. At present, all securities under the Lehman Brothers Securities Program held by TGGC, for which a blocking number is applied for, are registered on their account (51/267148/29) with KBL. These securities are being held in the name of KBL with Clearstream on account 13048.

AMSTERDAM/LUXEMBOURG, 15th of October 2009,

Theodoor Gilissen Global Custody N.V.,

drs. Ir. G.C.D. Versteeg

director Theodoor Gilissen Global Custody N.V.

drs. C.A. Heijne RA CPC


director Theodoor Gilissen Global Custody N.V.


KBL European Private Bankers S.A.,

Jérôme Gendarme  
Head of Custody


Philippe VAN DOOREN  
HEAD OF OPERATIONS

 **EUROPEAN  
PRIVATE BANKERS**

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Page <b>1 of 1</b>		Option	
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<b>OCT 23 2009</b>		<b>JFK</b>	
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Economy Express	
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<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP)      0000048734   <div style="float: right;">LY</div>	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <b>KAS BANK N.V.</b> <b>Spuistraat 172</b> <b>1012 VT AMSTERDAM, The Netherlands</b>  Telephone number: <b>+31 20 5575911</b> Email Address: <b>KASBANK@lehmanclaim.nl</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  Filed on: _____	
Name and address where payment should be sent (if different from above)  Telephone number: _____      Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<b>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</b>  <b>Amount of Claim:</b> <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
<b>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</b>  <b>International Securities Identification Number (ISIN):</b> <u>See attached</u> (Required)			
<b>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</b>  <b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b>  <u>See attached</u> (Required)			
<b>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</b>  <b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b>  <u>See attached</u> (Required)			
<b>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository:</b> By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 10px; margin: 0 auto; width: 150px;"> <div style="font-size: 0.8em; margin: 0;">FOR COURT USE ONLY</div> <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">FILED / RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold; margin: 10px 0;">OCT 27 2009</div> <div style="font-size: 0.8em; margin: 0;">EPIQ BANKRUPTCY SOLUTIONS, LLC</div> </div>	
<b>Date.</b> October 26 <sup>th</sup> , 2009	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <div style="display: flex; justify-content: space-between;"> <span>Name: <b>Mr N.E. Blom</b></span> <span><b>Mr R.J. Koolman</b></span> </div>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

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(Jointly Administered)

Debtors.

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KAS BANK N.V.**

1. Claimant. KAS BANK N.V. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the Euroclear blocking reference number and the Euroclear account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 4 attached hereto. The Program Securities have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of

the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 3, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

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5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect

to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.



**EXHIBIT 1**

ISIN	Euroclear blocking reference number	Euroclear account number Account in the name of KAS BANK Effectenbewaarbedrijf N.V., Amsterdam, The Netherlands (also trading under the name of KAS Depository Trust Company)	Nominal Amount (EUR)	Nominal Amount (USD)*
XS0263715467	6035720	90023	3,924,000.00	5,572,472.40
XS0273084656	6033589	90023	1,133,000.00	1,608,973.30
XS0276441044	6033755	90023	13,463,000.00	19,118,806.30
XS0285922133	6034019	90023	759,000.00	1,077,855.90
XS0287672694	6034022	90023	6,070,000.00	8,620,007.00
XS0295760093	6034023	90023	811,000.00	1,151,701.10
XS0296067142	6034025	90023	2,096,000.00	2,976,529.60
XS0296281735	6034028	90023	4,431,000.00	6,292,463.10
XS0305948860	6034029	90023	8,100,000.00	11,502,810.00
XS0314067140	6034030	90023	1,808,000.00	2,567,540.80
XS0317240157	6034032	90023	4,026,000.00	5,717,322.60
XS0327236757	6034033	90023	2,053,000.00	2,915,465.30
XS0332049229	6034042	90023	2,326,000.00	3,303,152.60
XS0332049815	6034043	90023	2,180,000.00	3,095,818.00
XS0332050078	6034044	90023	58,000.00	82,365.80
XS0339810078	6034047	90023	321,000.00	455,852.10
XS0346080590	6034048	90023	25,000.00	35,502.50
XS0346707903	6034061	90023	476,000.00	675,967.60
XS0349530823	6034062	90023	798,000.00	1,133,239.80
XS0368669007	6034063	90023	2,255,000.00	3,202,325.50
XS0373219582	6034065	90023	12,000.00	17,041.20

**Total**

**57,125,000.00**

**81,123,212.50**

*\* Amounts due in EUR have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EUR = 1.4201 USD.*

**EXHIBIT 2**

ISIN	Nominal Amount (EUR)	Accrued Interest (EUR)	Total (EUR)	Nominal Amount (USD)*	Accrued Interest (USD)*	Total (USD)*
XS0263715467	3,924,000.00	287,258.30	4,211,258.30	5,572,472.40	407,935.51	5,980,407.91
XS0273084656	1,133,000.00	-	1,133,000.00	1,608,973.30	-	1,608,973.30
XS0276441044	13,463,000.00	619,666.85	14,082,666.85	19,118,806.30	879,988.89	19,998,795.19
XS0285922133	759,000.00	-	759,000.00	1,077,855.90	-	1,077,855.90
XS0287672694	6,070,000.00	-	6,070,000.00	8,620,007.00	-	8,620,007.00
XS0295760093	811,000.00	-	811,000.00	1,151,701.10	-	1,151,701.10
XS0296067142	2,096,000.00	-	2,096,000.00	2,976,529.60	-	2,976,529.60
XS0296281735	4,431,000.00	-	4,431,000.00	6,292,463.10	-	6,292,463.10
XS0305948860	8,100,000.00	-	8,100,000.00	11,502,810.00	-	11,502,810.00
XS0314067140	1,808,000.00	-	1,808,000.00	2,567,540.80	-	2,567,540.80
XS0317240157	4,026,000.00	-	4,026,000.00	5,717,322.60	-	5,717,322.60
XS0327236757	2,053,000.00	-	2,053,000.00	2,915,465.30	-	2,915,465.30
XS0332049229	2,326,000.00	49,292.08	2,375,292.08	3,303,152.60	69,999.69	3,373,152.29
XS0332049815	2,180,000.00	-	2,180,000.00	3,095,818.00	-	3,095,818.00
XS0332050078	58,000.00	-	58,000.00	82,365.80	-	82,365.80
XS0339810078	321,000.00	-	321,000.00	455,852.10	-	455,852.10
XS0346080590	25,000.00	605.48	25,605.48	35,502.50	859.84	36,362.34
XS0346707903	476,000.00	-	476,000.00	675,967.60	-	675,967.60
XS0349530823	798,000.00	13,817.42	811,817.42	1,133,239.80	19,622.12	1,152,861.92
XS0368669007	2,255,000.00	128,857.14	2,383,857.14	3,202,325.50	182,990.03	3,385,315.53
XS0373219582	12,000.00	254.30	12,254.30	17,041.20	361.13	17,402.33
<b>Total</b>	<b>57,125,000.00</b>	<b>1,099,751.58</b>	<b>58,224,751.58</b>	<b>81,123,212.50</b>	<b>1,561,757.22</b>	<b>82,684,969.72</b>

\* Amounts due in EUR have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EUR = 1.4201 USD.

**EXHIBIT 3**

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

06-09-05 29:11 LE-MAN + 31645752653  
26/08/2005 16:41 LE-MAN + 31645752653

NO. 290 004  
NO. 524 002

**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

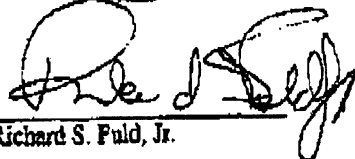
**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Fuld, Jr.

  
John D. Macomber

**Schedule A**  
**to LBHI Unanimous Written Consent**  
**dated June 9, 2005**

	<b>Name of Subsidiary</b>	<b>Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?</b>
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

**EXHIBIT 4**

To whom it may concern:


**DECLARATION**

KAS BANK Effectenbewaarbedrijf N.V. (also trading under the name KAS Depository Trust Company and hereinafter referred to as **KDTC**) is custodian and holder of account 90023 with Euroclear. KAS BANK N.V. (the **Claimant**) owns 100% of the shares in KDTC.

The Claimant is authorised to act on behalf of KDTC pursuant to the Rules Concerning Custody of Securities held by KDTC (the **KDTC Rules**).

The Claimant uses the services of KDTC for the custody of certain types of securities, in fulfilment of the obligation imposed on the Claimant by Netherlands law and regulations to protect the proprietary interests of its clients in respect of securities placed in custody with it. Since the Anglo-American legal concept of ownership of property by way of trust (or any other similar equitable interest) is not known under Netherlands law, the general position is that securities held by the Claimant for its clients but in its name will form a part of the assets of the Claimant and will therefore fall into its bankruptcy estate unless specific measures to protect the proprietary interests of its clients are taken. This is why such securities are held by KDTC. KDTC's sole object is the custody of securities on behalf of the Claimant's clients and it is prohibited by its Articles of Association from incurring any commercial risk in the conduct of its business. Custody of securities that are held by KDTC for the client's protection is subject to the KDTC Rules. According to Clause 2 of the KDTC Rules the Claimant shall act with respect to the securities held by KDTC on behalf of the clients in accordance with the instructions given by those clients. Under the KDTC Rules, the client has a *direct claim* on KDTC in respect of the securities held by KDTC on the client's behalf. Since this direct claim would not be affected by bankruptcy of the Claimant under Dutch bankruptcy law, the client's position with regard to securities held by KDTC is safeguarded.

Amsterdam, 26 October 2009

  
\_\_\_\_\_  
Name: drs. N.E. Blom

KAS BANK N.V.


  
\_\_\_\_\_  
Name: R.J. Kooijman RA

KAS BANK N.V.

<b>1. Sender's Account Number</b>		<b>000062508</b>
<b>2. Invoice to Receiver</b>		<b>SENDER LIABLE FOR UNPAID CHARGES</b>
<input type="checkbox"/>	Receiver's account number	
<b>3. Customer Reference</b>		
<b>Name:</b> WIJS ? VAN OOSTVEEN <b>Address:</b> HERENGRACHT 493 <b>City:</b> AMSTERDAM <b>Postal / Zip Code:</b> 1017 BT <b>Province/Region:</b> <b>Country:</b> NL <b>Contact Name:</b> MAARTEN DU MEE <b>Tel. No. (mandatory):</b> 020 6388226		
<b>Name:</b> EPIQUE BANKRUPTCY SOLUTIONS <b>Address:</b> ATT. LEHMAN BROTHERS HOLDINGS CLAIMS PROCESSING 757 3RD AV. 3RD FLOOR <b>City:</b> MANHATTAN <b>Postal / Zip Code:</b> 10017 <b>Province/Region:</b> NY <b>Country:</b> US <b>Contact Name:</b> 00 <b>Tel. No. (mandatory):</b> 0 0		
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>Postal / Zip Code:</b> <b>Province/Region:</b> <b>Country:</b> <b>Contact Name:</b> <b>Tel. No. (mandatory):</b>		

OCT 27 2009

RECEIVED

Sending Depot		Receiving Depot	
SP8		NYC	
 <b>GD 319826544</b> <b>WW</b> Please quote this number if you have an enquiry.			
<b>Special Express</b> 9:00 Express 10:00 Express 12:00 Express 12:00 Economy Express Economy Express		<b>Priority</b> Saturday Delivery Insurance	
International Documents <input type="checkbox"/> Non-Documents <input type="checkbox"/> Domestic <input type="checkbox"/>		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
General Description: DOCS 1 20 10 1 Sat No. Total 1 0 100 OPS verify:			
Receiver's VA / VN / BV / MW / ST No.			

RECEIVERS COPY

**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000048817

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

ZNV NV  
VLUCHTENBURGSTRAT 7  
B - 2630 AARTSELAAR

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Telephone number: 003238704400 Email Address: marc.staams@Znv.be

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 1,424,400.00 (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0348560524 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

CA 65733 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

16624 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:

16/10/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*[Signature]*

FOR COURT USE ONLY

FILED / RECEIVED

OCT 27 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571



**KBC Bank  
Head Office**



Clientsupport / Custody

VBN - Havenlaan 2 - 1080 Brussels

## **AFFIDAVIT OF OWNERSHIP LEHMAN BROTHERS**

September 11th 2009

KBC BANK NV, Havenlaan 2, 1080 BRUSSELS, declares that our client

ZNU  
VLUCHTENBURGSTRAAT 7  
B 2630 AARTSELAAR

had a position of 1,000,000 EUR with isin-code XS0348560524

on his accountnumber 727-9197736-61 on 11 September 2009.

A handwritten signature in black ink, appearing to be "B. Bal", with a horizontal line drawn underneath.

Bart Bal  
VBN / Clientsupport

A handwritten signature in black ink, appearing to be "P. Hendrix", with a horizontal line drawn underneath.

Paul Hendrix  
Head of VBN / Clientsupport

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076  
USA

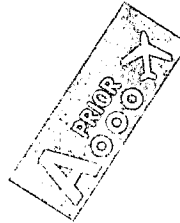
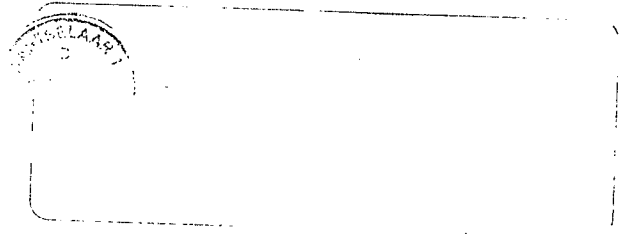
**ZNU**

Zuidnederlandse Uitgeverij N.V.  
Vluchtenburgstraat 7, B-2630 Aartselaar (Belgium)

DELTA  
CHANTECLER

2630  
22.10.09-10

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AARTSELAAR



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OCT 27 2009

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AR

United States Bankruptcy Court / Southern District Of New York  
Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM

In Re: Chapter 11  
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)  
Debtors. (Jointly Administered)

OCT 29 2009

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on  
<http://www.lehman-docket.com> as of July 17, 2009

THIS SPACE IS FOR COURT USE ONLY  
EPIQ BANKRUPTCY SOLUTIONS, LLC

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**Eurosai Finanziaria di Partecipazioni S.r.l.**

c/o Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104  
Attn: John A. Pintarelli, Esq.

Telephone number: 212-468-8000

Email Address: [jpintarelli@mofo.com](mailto:jpintarelli@mofo.com)

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: **Not less than \$9,380,806.23 (See Appendix)**

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): **(See Appendix)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e., the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

**See Appendix**

**(Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

**See Appendix**

**(Required)**

5. Consent to Euroclear Bank, CL and are deemed to have authorized, and holdings of Lehman Programs:

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000055727

m, you consent to, disclose your identity and distributions, me and title, if any, address and telephone number of attorney, if any

FOR COURT USE ONLY

EUROSAL - Finanziaria di Partecipazioni S.r.l.  
Il Presidente  
(dr. Emanuele ERBETTA)

Date: 19/10/09  
Signature: of the credit number if di



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

7-10-16  
10:00 AM  
10:00 AM  
10:00 AM

### INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

### DEFINITIONS

### INFORMATION

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

#### Lehman Brothers Holdings Claims Processing

c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150-5076

#### Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

#### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

#### Claims to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
In re:	:	
Lehman Brothers Holdings Inc.	:	Chapter 11
	:	
Debtor.	:	Case No. 08-13555 (JMP)
-----	X	

**APPENDIX TO PROOF OF CLAIM  
OF EUROSAI FINANZIARIA DI PARTECIPAZIONI S.R.L.**

**A. Amount of Proof of Claim.**

1. As of September 15, 2008 (the "Petition Date"), the above-captioned debtor, Lehman Brothers Holdings Inc. (the "Debtor"), was indebted and liable to Eurosai Finanziaria di Partecipazioni S.r.l. ("Eurosai") in the amount of €6,586,257.27 (\$9,380,806.23) (the "Claim Amount") for the reasons set forth herein below. Details of the individual securities can be found on Schedule A attached to this Appendix.

2. In addition to the Claim Amount, Eurosai may have claims against the Debtor for, among other things, certain costs and expenses incurred by Eurosai both prior to and since the Petition Date, including professional fees and disbursements. In addition, Eurosai reserves the right to claim pre-petition and post-petition interest with respect to all of the Claim Amount to the maximum extent permitted by law. The total amount of such fees, charges, costs, expenses, interest, and/or attorneys' fees cannot, at this time, be calculated or estimated with certainty. However, Eurosai does not waive its rights to any and all such interest, fees, charges, costs, expenses, and/or attorneys' fees by not stating a specific amount therefore at this time.





**B. Reservation of Rights.**

3. In addition to damages resulting from the Debtor's default, Eurosai may have claims against the Debtor for the costs and expenses (including, without limitation, professional fees and expenses) resulting from the Debtor's actions.

4. Eurosai expressly reserves any and all defenses, counterclaims or objections, including without limitation, the right of setoff, recoupment or similar right, remedy or defense against any claims asserted by the Debtor, if any, including without limitation, any claims asserted against Eurosai.

**C. Administrative Claim Status.**

5. This Proof of Claim is without prejudice to Eurosai's right to assert (a) that some or all of the amounts set forth herein are entitled to be treated as administrative claims against the Debtor pursuant to sections 503(b) and 507(a)(1) of Chapter 11, Title 11, United States Code (the "Bankruptcy Code"); or (b) that Eurosai holds other claims, rights and remedies against the Debtor that are entitled to be treated as administrative claims against the Debtor pursuant to sections 503(b) and 507(a)(1) of the Bankruptcy Code.

**D. Amendment of Claim Amount.**

6. The Claim Amount is subject to adjustment and amendment for a variety of reasons, including, without limitation, as a result of future events, the discovery and analysis of additional information, the correction of any errors, the resolution of disputes, and the assertion of any rights of setoff and/or recoupment. In that regard, Eurosai reserves the right to amend or supplement this Proof of Claim accordingly or to set forth the Claim Amount with more



particularity (including, but not limited to, in a liquidated amount) as Eurosai obtains more information.

**E. Other.**

7. No judgment has been rendered on Eurosai's claims herein.

8. The execution and filing of this Proof of Claim is not: (i) a waiver or release of Eurosai's rights against any other entity or person that may be liable for all or any part of the claims asserted herein; (ii) a consent by Eurosai to the jurisdiction of this Court with respect to any proceeding commenced in these cases against or otherwise involving the Debtor and/or Eurosai; (iii) a waiver of the right to withdraw the reference with respect to the subject matter of these claims, any objection or other proceeding commenced with respect thereto or any other proceedings commenced in these cases or otherwise involving the Debtor and/or Eurosai; (iv) an election of remedies that waives or otherwise affects any other remedy; or (v) a waiver of any of Eurosai's rights to have the Claim Amount and any defenses, counterclaims or objections thereto determined before a jury, by arbitration, or before any other judicial or administrative body having jurisdiction, and to the extent necessary to preserve such rights, makes demand therefore.

9. All notices governing this Proof of Claim should be sent to the addresses set forth on the Proof of Claim form to which this Appendix is annexed.

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Dated: October 19, 2009  
Milan, Italy

Eurosai Euro Sai Finanziaria di  
Partecipazioni S.r.l..

By:  **Eurosai Finanziaria di Partecipazioni S.r.l.**  
**Vice Presidente**  
**(dr. Emanuele ERBETTA)**



**Schedule A**

**Information Regarding Lehman Programs Securities**

<b>Issuer</b>	<b>Guarantor (if applicable)</b>	<b>ISIN</b>	<b>Principal</b>	<b>Accrued and Unpaid Interest as of Petition Date</b>	<b>Total Claim Amount</b>	<b>Custodian/ Sub-Custodian/ Clearstream Account Number</b>	<b>Blocking Number</b>
Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	XS0200284247	\$2,136,450.00	\$65,162.58	\$2,201,612.58 <sup>1</sup>	Banca Intesa SanPaolo a/c 11037	CA06062
Lehman Brothers Holdings, Inc.		XS0224346592	\$7,121,500.00	\$57,693.65	\$7,179,193.65 <sup>1</sup>	Banca Intesa SanPaolo a/c 11037	CA06063

<sup>1</sup> These securities were originally owned by Banca Sai. On March 3, 2009, Banca Sai partially demerged and the entire amount of securities listed herein, previously owned by Banca Sai were transferred to Eurosai, rendering Eurosai the beneficial owner of the securities and the successor party-in-interest to any claims against LBHI and its affiliates as a result of such ownership.





**MORRISON | FOERSTER**

1290 AVENUE OF THE AMERICAS  
NEW YORK, NY 10104-0050  
TELEPHONE: 212.468.8000  
FACSIMILE: 212.468.7900  
WWW.MOFO.COM

MORRISON & FOERSTER LLP  
NEW YORK, SAN FRANCISCO,  
LOS ANGELES, PALO ALTO,  
SAN DIEGO, WASHINGTON, D.C.  
NORTHERN VIRGINIA, DENVER,  
SACRAMENTO, WALNUT CREEK  
TOKYO, LONDON, BEIJING,  
SHANGHAI, HONG KONG,  
SINGAPORE, BRUSSELS

October 29, 2009

Writer's Direct Contact  
212.468.8045  
Telefacsimile: 212.209.1835  
LMarinuzzi@mofo.com

**BY HAND DELIVERY**

Lehman Brothers Holdings Inc. Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
757 3rd Avenue  
3rd Floor  
New York, NY 10017  
Attn: Bridget Gallerie

Re: Lehman Brothers Holdings Inc. Claim Forms

Dear Bridget:

On behalf of Fondiaria-Sai S.p.A., enclosed are claim forms regarding Lehman Brothers Holdings Inc., filed on behalf of the following companies:

Banca Sai S.p.A.  
BIM Vita S.p.A.  
Eurosai Finanziaria Partecipazioni S.r.l.  
Fondiaria-Sai S.p.A.  
Milano Assicurazioni S.p.A.  
Popolare Vita S.p.A.  
Systema Vita Compagnia di Assicurazioni S.p.A.

Also enclosed are withdrawals of claims for each of the above named companies, except Banca Sai S.p.A.

Please date-stamp the enclosed copies of the claim forms and withdrawals and return them to me via the self-addressed stamped envelope, also enclosed.

If you have any questions, please don't hesitate to contact me. Thank you.

Sincerely,



Lorenzo Marinuzzi

Enclosures



**MORRISON | FOERSTER**

1290 AVENUE OF THE AMERICAS  
NEW YORK, NY 10104-0050  
TELEPHONE: 212.468.8000  
FACSIMILE: 212.468.7900  
WWW.MOFO.COM

MORRISON & FOERSTER LLP  
NEW YORK, SAN FRANCISCO,  
LOS ANGELES, PALO ALTO,  
SAN DIEGO, WASHINGTON, D.C.  
NORTHERN VIRGINIA, DENVER,  
SACRAMENTO, WALNUT CREEK  
TOKYO, LONDON, BEIJING,  
SHANGHAI, HONG KONG,  
SINGAPORE, BRUSSELS

October 29, 2009

Writer's Direct Contact  
212.468.8045  
Telefacsimile: 212.209.1835  
LMarinuzzi@mofo.com

***BY HAND DELIVERY***

Lehman Brothers Holdings Inc. Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
757 3rd Avenue  
3rd Floor  
New York, NY 10017  
Attn: Bridget Gallerie

Re: Lehman Brothers Holdings Inc. Claim Forms

Dear Bridget:

On behalf of Lehman Brothers Japan Inc., enclosed are claim forms regarding Lehman Brothers Holdings Inc.

Please date-stamp the enclosed copy of the claim form and return it to me via the self-addressed stamped envelope, also enclosed.

If you have any questions, please don't hesitate to contact me. Thank you.

Sincerely,



Lorenzo Marinuzzi

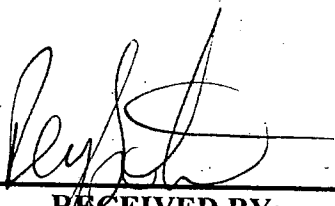
Enclosures



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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055817	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		 THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Credit Suisse (Monaco) SAM  See Attached Rider  Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  Filed on: _____	
Name and address where payment should be sent (if different from above)  Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. <b>Amount of Claim: \$</b> See Attached Rider _____ <b>(Required)</b>			
<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. <b>International Securities Identification Number (ISIN):</b> See Attached Rider _____ <b>(Required)</b>			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. <b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b> See Attached Rider _____ <b>(Required)</b>			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. <b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b> See Attached Rider _____ <b>(Required)</b>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<b>FOR COURT USE ONLY</b> <b>FILED / RECEIVED</b>  OCT 29 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 10/07/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <b>E. CURE</b> Head of legal <b>B. ACHARY</b> Head of Operations		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			



**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF  
Credit Suisse (Monaco) S.A.M. against LBHI (Lehman Programs Securities)**

1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse (Monaco) S.A.M. ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.

2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.

3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.

5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.

6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

7. No judgment has been rendered on the claims set forth in this proof of claim.

8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse (Monaco) S.A.M.  
1 Madison Avenue  
New York, NY 10010  
Attn: Allen Gage  
Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Attn: Richard Levin  
Ph: (212) 474-1135

# SCHEDULE I

CS Entity: Credit Suisse (Monaco) S.A.M.

ISIN	Denominational Currency	(Sub-)Custodian	Total Holdings at each (Sub-)Custodian		Euroclear Bank S.A. Account No. 94285		
			Nominal	Units	Nominal	Units	Blocking No
XS0335964648	EUR	CS Zurich	10,000	-	10,000	-	9454832
XS0325369725	USD	CS Zurich	300,000	-	300,000	-	9454833
XS0186883798	USD	CS Zurich	712,000	-	712,000	-	9454834
XS0204933997	USD	CS Zurich	1,010,000	-	1,010,000	-	9454835
XS0266486025	USD	CS Zurich	1,000,000	-	1,000,000	-	9454836
XS0303746571	EUR	CS Zurich	310,000	-	310,000	-	9454837
XS0347732892	USD	CS Zurich	50,000	-	50,000	-	9454838
XS0213899510	EUR	CS Zurich	1,312,000	-	1,312,000	-	9454839
XS0186243118	CHF	CS Zurich	50,000	-	50,000	-	9454840
XS0082350587	ITL	CS Zurich	615,000,000	-	615,000,000	-	9454841
XS0210433206	EUR	CS Zurich	130,000	-	130,000	-	9454842
XS0210414750	GBP	CS Zurich	50,000	-	50,000	-	9454843
XS0224346592	EUR	CS Zurich	60,000	-	60,000	-	9454844
XS0229269856	EUR	CS Zurich	234,000	-	234,000	-	9454845
XS0252834576	EUR	CS Zurich	500,000	-	500,000	-	9454846
XS0256368308	USD	CS Zurich	100,000	-	100,000	-	9454847
XS0326978102	USD	CS Zurich	1,990,000	-	1,990,000	-	9454848
ANN521338783	USD	CS Zurich	-	8	-	8	9454849
XS0292459327	USD	CS Zurich	300,000	-	300,000	-	9454850
XS0302356737	EUR	CS Zurich	-	300	-	300	9454851
XS0308389807	USD	CS Zurich	920,000	-	920,000	-	9454852
XS0339537390	EUR	CS Zurich	150,000	-	150,000	-	9454853
XS0327236914	EUR	CS Zurich	804,000	-	804,000	-	9454854
XS0343681473	EUR	CS Zurich	2,000,000	-	2,000,000	-	9454855
XS0337337710	CHF	CS Zurich	30,000	-	30,000	-	9454856
DE000A0TQG23	EUR	CS Zurich	80,000	-	80,000	-	9454857

CS Entity: Credit Suisse (Monaco) S.A.M.


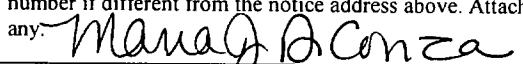
ISIN	Denominational Currency	(Sub-)Custodian	Total Holdings at each (Sub-)Custodian		Euroclear Bank S.A. Account No. 94285		
			Nominal	Units	Nominal	Units	Blocking No
XS0362500893	USD	CS Zurich	2,000,000	-	2,000,000	-	9454858
XS0310847503	USD	CS Zurich	3,000,000	-	3,000,000	-	9454859
XS0317359478	USD	CS Zurich	3,000,000	-	3,000,000	-	9454860
XS0383013066	USD	CS Zurich	2,030,000	-	2,030,000	-	9454861
XS0360038714	USD	CS Zurich	2,000,000	-	2,000,000	-	9454862
XS0310125546	EUR	CS Zurich	300,000	-	300,000	-	9454863

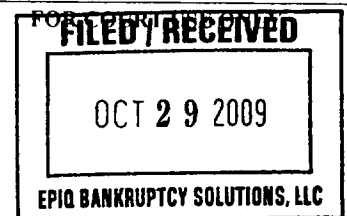
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<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055837	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) EFG Bank AG Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland Attn: Isabel Faragalli		with a copy to: Greenberg Traurig LLP 200 Park Avenue New York, NY 10166 Attn: Maria DiConza Telephone number: (212) 801-1278 Email: diconzam@gtlaw.com	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  <b>Filed on:</b> _____
Name and address where payment should be sent (if different from above)  (Same as above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: +41 44 226 1241 Email Address: isabel.faragalli@efggroup.com			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p><b>Amount of Claim:</b> \$ <u>See Exhibit A to Attachment to Proof of Claim</u> (Required) <input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p><b>International Securities Identification Number (ISIN):</b> <u>See Exhibit A to Attachment to Proof of Claim</u> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p><b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b> <u>See Exhibit A to Attachment to Proof of Claim</u> (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p><b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b> <u>Clearstream # 32441</u> (Required)</p> <p>5. <b>Consent to Euroclear Bank, Clearstream Bank or Other Depository:</b> By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>			
Date: 10/26/09	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Maria J. DiConza		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			





#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### DEFINITIONS

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150- 5076**

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

#### INFORMATION

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



EFG Bank  
Bahnhofstrasse 16 / P.O. Box 2255  
8022 Zurich / Switzerland  
Telephone +41 44 226 17 17  
Facsimile +41 44 226 17 26  
www.efgbank.com

## POWER OF ATTORNEY

In connection with the filing of claims against Lehman Brothers Holdings Inc. in accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the United States Bankruptcy Court for the Southern District of New York (the "**Lehman Bar Date Order**"), EFG Bank AG, Zurich (the "**Company**") hereby appoints Maria DiConza from Greenberg Traurig, LLP (the "**Attorney**"; which expression shall include any substitute attorney appointed hereunder) to act as our true and lawful attorney-in-fact with power to:

- (i) Sign and submit the claims filed pursuant to the Lehman Bar Date Order registered in the name of EFG Bank AG and EFG Bank, Hong Kong Branch; and
- (ii) to do all other acts and things and sign all other documents which may be required or which the Attorney reasonably considers necessary or desirable in connection with the Lehman Bar Date Order.

The Attorney may at any time appoint one or more persons to act as a substitute attorney for the Company in his place with power to exercise all or any of the powers conferred on the Attorney by this Power of Attorney other than the power to appoint a substitute attorney. Any such appointment of a substitute attorney may be revoked by the Attorney at any time.

The authority conferred on the Attorney by this Power of Attorney shall terminate on 3 November 2009.

This Power of Attorney is governed by, and shall be construed in accordance with the laws of Switzerland under the exclusion of conflict-of-laws rules.

27 October 2009

EFG Bank AG

A handwritten signature in black ink, appearing to read "Fred Link", written over a dotted line.

Name: Fred Link

Title: General Counsel

A handwritten signature in black ink, appearing to read "Isabel Faragalli", written over a dotted line.

Name: Isabel Faragalli

Title: First Vice President

**ATTACHMENT TO PROOF OF CLAIM OF EFG BANK AG  
IN THE CHAPTER 11 CASES OF LEHMAN BROTHERS HOLDINGS, INC.**

**A. Introduction**

1. On September 15, 2008 (the “**Petition Date**”), Lehman Brothers Holdings Inc. (“**LBHI**”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). Subsequently, eighteen (18) additional affiliates of LBHI (together with LBHI, the “**Debtors**”) filed voluntary petitions for relief in the Bankruptcy Court. These cases are being jointly administered for procedural purposes before Judge James M. Peck as Case No. 08-13555.

2. On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the “**Bar Date Order**”) (Docket No. 4271). The Bar Date Order, among other things, established November 2, 2009, at 5:00 p.m. (prevailing Eastern Time) (the “**Securities Program Bar Date**”) as the last date and time for each person or entity to file a proof of claim based on securities issued by the Debtors or one of the Debtors’ affiliates outside of the United States, which is identified on <http://www.lehman-docket.com> under the heading “Lehman Program Securities” (each, a “**Lehman Program Security**” and collectively, the “**Lehman Program Securities**”). In accordance with the requirements relating to Lehman Program Securities under the Bar Date Order, EFG Bank AG (the “**Claimant**”) hereby files this Lehman Program Security Proof of Claim.

**B. Claim Arising Under Lehman Program Securities**

3. The Claimant is the holder or authorized representative of the holder of Lehman Program Securities. The International Securities Identification Number (“ISIN”) identifying each Lehman Program Security, along with the respective Euroclear electronic instruction reference number or Clearstream blocking reference number or other depository blocking reference number is detailed on the spreadsheet attached hereto as **Exhibit A**.

4. The Claimant asserts a claim (the “**Claim**”) for each Lehman Program Security in the aggregate liquidated amount as set forth on **Exhibit A** as of the Petition Date, plus any and all other interest, costs, fees, expenses, or additional amounts due and owing under the documents associated with each Lehman Program Security, including the terms and conditions and pricing supplements for each issuance, and under applicable law. Exhibit A sets forth the aggregate amount of the claim for each Lehman Program Security in US Dollars as of September 15, 2009, as required by the Bar Date Order. Claimant reserves the right to assert that a different currency or exchange rate is applicable to the claim.

**C. Guaranty Claim**

5. To the extent that a Lehman Program Security has been issued by an affiliate of the Debtors outside the United States with a related guaranty issued by LBHI, the Claimant has and asserts a claim against LBHI based on amounts owed pursuant to the promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance (the “**Guaranty**”).

6. In reliance on pg. 14, subparagraph (h) of the Bar Date Order, the Claimant does not intend to complete a Guarantee Questionnaire (as that term is defined in the Bar Date Order) on account of its Guaranty Claim.

**D. Reservation of Rights**

7. The Claimant reserves the right to file a proof of claim or other evidence of its indebtedness in any pending or future proceeding in another jurisdiction arising out of either the Lehman Program Security or the Guaranty. The Claimant's filing of this Proof of Claim is without prejudice to its right to assert substantially similar claims in the insolvency proceedings relating to any of the Debtors' affiliates in other jurisdictions.

8. To the extent that the Debtors assert claims against the Claimant of any kind, the Claimant reserves the right to assert that such claims by the Debtors are subject to rights of setoff or recoupment, which rights may be treated as secured claims under the Bankruptcy Code. To the extent that the Debtors or any other party take any action that would give rise to a counterclaim, cross claim or other claims against the Debtors, the Claimant reserves all rights to assert such claim.

9. The Claimant reserves the right to (i) amend, clarify, modify, update or supplement this Proof of Claim at any time and in any respect, including without limitation to assert additional claims and requests for payment or additional grounds for its claims, or to specify the amount of the Claimant's contingent, unmatured or unliquidated claims as they become non-contingent, matured or liquidated; (ii) file additional proofs of claim at any time and in any respect; or (iii) file a request for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503(b) and 507(a). By virtue of the filing of this Proof of Claim, the Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtors based upon alternative legal theories.

10. By filing this Proof of Claim, the Claimant does not waive, and specifically preserves, its procedural and substantive defenses to any claim that may be asserted against it by the Debtors, by any trustee of their estates, by any official committee appointed in these chapter 11 cases, or any other party.

11. The Claimant also reserves all rights accruing to it against the Debtors, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies or (b) a waiver or limitation of any rights of the Claimant. The Claimant reserves the right to withdraw this Proof of Claim with respect to any claims for any reason whatsoever.

12. This Proof of Claim shall not be deemed to be a waiver of the Claimant's right (i) to have final orders in non-core matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, set-offs, or recoupments to which the Claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments the Claimant expressly reserves.

13. By the filing of this Proof of Claim, the Claimant does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

**D. Notices**

14. All notices regarding this Proof of Claim should be sent to:

EFG Bank AG  
Bahnhofstrasse 16  
P.O. Box 2255  
8022 Zurich  
Switzerland  
Attn: Isabel Faragalli

with a copy to:

Greenberg Traurig LLP  
200 Park Avenue  
New York, NY 10166  
Attn: Maria DiConza

15. Pursuant to pg. 14, subparagraph (i) of the Bar Date Order, the Claimant does not attach to this Proof of Claim or otherwise submit any documentation supporting the claim under the Lehman Program Security.

NY239,760,703v3

Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
EUR	ANN5214A7313	CA58234	13'373	N/A	19'047	N/A	19'047
EUR	CH0027120770	CA58236	120	N/A	171	N/A	171
EUR	XS0176153350	CA58237	150'000	2'790	213'645	3'974	217'619
EUR	XS0185349916	CA58238	2'035'000	N/A	2'898'451	N/A	2'898'451
USD	XS0186883798	CA58239	307'287	N/A	307'287	N/A	307'287
EUR	XS0189741001	CA58287	541'000	5'592	770'546	7'965	778'511
EUR	XS0193035358	CA58291	14'000	49	19'940	69	20'009
USD	XS0204933997	CA74140	75'000	1'369	75'000	1'369	76'369
EUR	XS0205185456	CA58293	50'000	261	71'215	372	71'587
USD	XS0207884379	CA36175	50'000	N/A	50'000	N/A	50'000
EUR	XS0208459023	CA58294	30'000	425	42'729	605	43'334
EUR	XS0210782552	CA67433	12'000	264	17'092	376	17'468
EUR	XS0213629487	CA67434	60'000	N/A	85'458	N/A	85'458
USD	XS0216140094	CA67435	120'000	677	120'000	677	120'677
EUR	XS0218304458	CA67436	125'000	2'965	178'038	4'223	182'261
EUR	XS0229584296	CA67444	320'000	22'362	455'776	31'851	487'627
EUR	XS0252835110	CA67483	250'000	1'471	356'075	2'096	358'171
CHF	XS0261032238	CA67804	1'000	N/A	1'116	N/A	1'116
USD	XS0277470943	CA67832	225'000	N/A	225'000	N/A	225'000
EUR	XS0284114567	CA74141	700'000	N/A	997'010	N/A	997'010
SEK	XS0293731914	CA92121	440'000	N/A	65'095	N/A	65'095
USD	XS0299103084	CA67884	100'000	N/A	100'000	N/A	100'000
SEK	XS0299624568	CA67909	9'000'000	N/A	1'331'499	N/A	1'331'499
EUR	XS0301365945	CA74145	760'000	N/A	1'082'468	N/A	1'082'468



Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
CZK	XS0307355445	CA36181	5'800'000	124'004	343'459	7'343	350'803
EUR	XS0307745744	CA67966	500'000	5'552	712'150	7'908	720'058
EUR	XS0308319341	CA67988	30'000	N/A	42'729	N/A	42'729
CHF	XS0309835139	CA67999	244	N/A	272	N/A	272
USD	XS0319211982	CA68000	200'000	N/A	200'000	N/A	200'000
EUR	XS0319631098	CA68003	3'000'000	N/A	4'272'900	N/A	4'272'900
USD	XS0323108265	CA68033	315'000	N/A	315'000	N/A	315'000
USD	XS0323849199	CA68127	770'000	N/A	770'000	N/A	770'000
EUR	XS0323849355	CA68128	960'000	N/A	1'367'328	N/A	1'367'328
USD	XS0324091304	CA68138	1'000'000	N/A	1'000'000	N/A	1'000'000
EUR	XS0326006540	CA68139	200'000	9'794	284'860	13'950	298'810
EUR	XS0326085742	CA68140	1'074'000	N/A	1'529'698	N/A	1'529'698
SEK	XS0326108973	CA69187	12'550'000	N/A	1'856'701	N/A	1'856'701
CHF	XS0326427480	CA69188	50'000	2'300	55'795	2'567	58'362
USD	XS0328922645	CA69202	665'000	N/A	665'000	N/A	665'000
EUR	XS0328923379	CA69221	2'325'000	N/A	3'311'498	N/A	3'311'498
USD	XS0331874163	CA69222	366'000	46'511	366'000	46'511	412'511
USD	XS0333449295	CA69278	985'000	N/A	985'000	N/A	985'000
USD	XS0334693818	CA69282	5'000'000	N/A	5'000'000	N/A	5'000'000
USD	XS0336218762	CA69287	560'000	N/A	560'000	N/A	560'000
USD	XS0336850762	CA58226	400'000	N/A	400'000	N/A	400'000
EUR	XS0336951107	CA69305	503'000	N/A	716'423	N/A	716'423
CHF	XS0338492571	CA69307	2'093'000	N/A	2'335'579	N/A	2'335'579
USD	XS0338493033	CA69310	60'000	N/A	60'000	N/A	60'000

Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
USD	XS0339408238	CA69311	1'530'922	N/A	1'530'922	N/A	1'530'922
EUR	XS0339408584	CA91763	1'170'000	N/A	1'666'431	N/A	1'666'431
EUR	XS0339537390	CA36371	150'000	N/A	213'645	N/A	213'645
EUR	XS0342406716	CA69312	773'000	N/A	1'100'984	N/A	1'100'984
USD	XS0344556864	CA69314	3'854'000	N/A	3'854'000	N/A	3'854'000
EUR	XS0344557839	CA69316	1'747'000	N/A	2'488'252	N/A	2'488'252
EUR	XS0345061591	CA69317	1'000'000	N/A	1'424'300	N/A	1'424'300
USD	XS0346438061	CA69319	75'000	N/A	75'000	N/A	75'000
USD	XS0346466781	CA69324	110'000	N/A	110'000	N/A	110'000
HKD	XS0349512094	CA69325	1'000'000	N/A	128'366	N/A	128'366
USD	XS0350764337	CA69327	2'000'000	N/A	2'000'000	N/A	2'000'000
EUR	XS0351766836	CA69328	2'455'000	N/A	3'496'657	N/A	3'496'657
EUR	XS0364438639	CA69329	200'000	N/A	284'860	N/A	284'860
USD	XS0368988522	CA69330	2'050'000	N/A	2'050'000	N/A	2'050'000
USD	XS0382037975	CA69332	200'000	N/A	200'000	N/A	200'000
USD	XS0384368485	CA69335	200'000	N/A	200'000	N/A	200'000
TOTAL IN USD					57'456'466	131'855	57'588'321

Exhibit A to Proof of Claim of EFG Bank AG Exchange Rates  
(as at 09/15/2008)

EXCHANGE RATES (AS AT 09/15/2008)


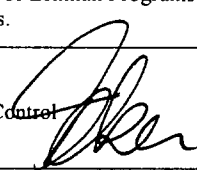
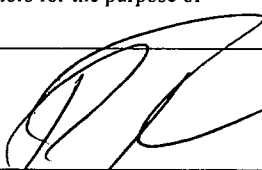
<u>Type of Currency (CCY)</u>	<u>Abbreviation</u>	<u>Rate</u>
Euro	EUR	1.4243
Swiss Franc	CHF	1.1159
Swedish Kronor	SEK	6.7593
Czech Kronor	CZK	16.8870
Australian Dollar	AUD	0.8066
Hong Kong Dollar	HKD	7.7902
United States Dollar	USD	1.0000

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R. J. [Signature]  
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TIME

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055855 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Bank Hapoalim (Switzerland) Ltd. Stockerstrasse 33 CH-8002 Zuerich, Switzerland Attention: Brigitte Fotsch & Rudolf Brunner With copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, Attention: Douglas R. Davis Telephone number: (212) 373-3000 Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  Filed on: _____	
Name and address where payment should be sent (if different from above)  Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p><b>Amount of Claim:</b> \$ <u>Please See Attachment</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p><b>International Securities Identification Number (ISIN):</b> <u>Please See Attachment</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p><b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b></p> <p><u>Please See Attachment</u> (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p><b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b></p> <p><u>Please See Attachment</u> (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<b>FOR COURT USE ONLY</b> <b>FILED / RECEIVED</b>  OCT 29 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: October 16, 2009	Signature: Brigitte Fotsch Head of Internal Control Manager  Rudolf Brunner Head of Treasury Manager 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**ATTACHMENT TO PROOF OF CLAIM OF  
BANK HAPOALIM (SWITZERLAND) LTD.  
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the "Petition Date") and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI"), and certain of its subsidiaries (LBHI, together with such subsidiaries, the "Debtors"), filed voluntary petitions (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the "Bar Date Order") which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the "Bar Date") for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the "Securities Programs Bar Date").

3. Bank Hapoalim (Switzerland) Ltd. (the "Claimant") accordingly files this Lehman Programs Securities Proof of Claim (the "Proof of Claim") for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or

more of Claimant's customers.<sup>1</sup> As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the Lehman Programs Securities listed on Exhibit A attached hereto.<sup>2</sup>

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 74,355,494 which may consist in whole or in part of the US Dollar equivalent as of September 15, 2008 of the claims covered hereby. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 74,355,494 together with all accrued and unpaid interest or other return as of September 15, 2008 (the "Lehman Programs Securities Claim").

5. Additionally, Claimant may have acted as a direct or indirect distributor or broker in connection with the sale and distribution of Lehman Programs Securities, including Lehman Programs Securities not identified on Exhibit A (collectively, the "Lehman Program Securities Issuances"). In connection with the Lehman Programs Securities Issuances, Claimant entered into various indemnification and other agreements with the Debtors (collectively the "Indemnification Agreements").

6. LBHI guaranteed the obligations of numerous of LBHI's subsidiaries and affiliates, some of which directly issued the Lehman Programs Securities. Specifically, LBHI issued the following guarantees: (a) that certain Unanimous Written Consent of the Executive

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<sup>1</sup> The Bar Date Order provides "claims based on any Lehman Program Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

<sup>2</sup> The Bar Date Order provides "persons or entities that file claims based on any Lehman Program Security are not required to attach or submit any documentation supporting any claim based on such Lehman Program Security." Bar Date Order at p. 14.

Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005, under which LBHI guaranteed payment of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the "LBHI Board Guarantee") and (b) that certain Guarantee of Lehman Brothers Holdings Inc. as addressed to Standard & Poor's Rating Services, dated January 4, 2008, under which LBHI guaranteed payment of all liabilities, obligations and commitments of LBIE (the "S&P Guarantee," and collectively, with the LBHI Board Guarantee, the "LBHI Guarantees").

7. Claimant hereby asserts additional claims for contractual, statutory and common law rights of indemnity, contribution, reimbursement, set-off and liability against the Debtors and the subsidiaries and affiliates of the Debtors covered by the LBHI Guarantees arising from the Indemnification Agreements and/or from the Lehman Programs Securities Issuances (the "Indemnity Claims"). With respect to the Indemnity Claims, Claimant is entitled to reimbursement by the Debtors for any and all expenses incurred by Claimant in connection with any and all threatened, pending, completed and/or future claims, actions, suits or proceedings and any appeal therefrom, whether civil, criminal, administrative or investigative, involving or related to Claimant, or in which Claimant was, is or may be a party, or was, is or may become involved as a witness or third party, by reason of Claimant's participation in the Lehman Programs Securities Issuances.

8. The amount of Claimant's contingent claims cannot be reasonably calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal



or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code or otherwise.

9. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.

10. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

11. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Program Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Program Security.

12. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in section 503(b) of the Bankruptcy Code.

13. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

14. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any contracts described herein and that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or

any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

15. The filing of this Proof of Claim is not and shall not be deemed or construed as:

(a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

16. All notices regarding this Proof of Claim should be sent to: Bank Hapoalim (Switzerland) Ltd., Stockerstrasse 33, CH-8002 Zuerich, Switzerland, Attention: Brigitte Fotsch & Rudolf Brunner, with copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Telephone number: (212) 373-3000, Attention: Douglas R. Davis.

**EXHIBIT A**

**LEHMAN PROGRAMS SECURITIES**

## EXHIBIT A

CREDITOR -  
Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0205437527	91668	EUROCLEAR	USD	600,000	\$600,000	6052192
XS0206245234	91668	EUROCLEAR	USD	960,000	\$960,000	6052200
XS0207502781	91668	EUROCLEAR	USD	1,050,000	\$1,050,000	6052924
XS0211092316	91668	EUROCLEAR	USD	4,100,000	\$4,100,000	6052925
XS0216140094	91668	EUROCLEAR	USD	2,170,000	\$2,170,000	6052927
XS0221564387	91668	EUROCLEAR	USD	220,000	\$220,000	6052928
XS0229269856	91668	EUROCLEAR	EUR	518,000	\$735,612	6052930
XS0257022714	91668	EUROCLEAR	EUR	210,000	\$298,221	6052931
XS0276510111	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052932
XS0280241851	91668	EUROCLEAR	USD	2,450,000	\$2,450,000	6052933
XS0301473327	91668	EUROCLEAR	SEK	225,000	\$33,274	6052934
XS0301813522	91668	EUROCLEAR	USD	510,000	\$510,000	6052935
XS0314889154	91668	EUROCLEAR	USD	920,000	\$920,000	6052936
XS0318224598	91668	EUROCLEAR	USD	250,000	\$250,000	6052937
XS0319211982	91668	EUROCLEAR	USD	1,300,000	\$1,300,000	6052938
XS0319273404	91668	EUROCLEAR	USD	220,000	\$220,000	6052939
XS0319610845	91668	EUROCLEAR	EUR	1,550,000	\$2,201,155	6052940
XS0326215893	91668	EUROCLEAR	USD	150,000	\$150,000	6052941
XS0327725528	91668	EUROCLEAR	USD	160,000	\$160,000	6052942
XS0328596316	91668	EUROCLEAR	USD	120,000	\$120,000	6052943
XS0332025120	91668	EUROCLEAR	USD	180,000	\$180,000	6052944
XS0333420395	91668	EUROCLEAR	USD	400,000	\$400,000	6053994
XS0334732491	91668	EUROCLEAR	USD	710,000	\$710,000	6052946
XS0334918322	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052948
XS0336617625	91668	EUROCLEAR	USD	550,000	\$550,000	6052949
XS0337787161	91668	EUROCLEAR	USD	1,350,000	\$1,350,000	6052950

**EXHIBIT A**

**CREDITOR -  
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0339184615	91668	EUROCLEAR	USD	350,000	\$350,000	6052951
XS0339215351	91668	EUROCLEAR	USD	540,000	\$540,000	6052952
XS0339538448	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052953
XS0340222750	91668	EUROCLEAR	USD	700,000	\$700,000	6052954
XS0340592681	91668	EUROCLEAR	USD	2,510,000	\$2,510,000	6052955
XS0344095871	91668	EUROCLEAR	USD	1,280,000	\$1,280,000	6052956
XS0346122343	91668	EUROCLEAR	USD	720,000	\$720,000	6052957
XS0346461634	91668	EUROCLEAR	USD	2,670,000	\$2,670,000	6052958
XS0346466781	91668	EUROCLEAR	USD	3,850,000	\$3,850,000	6052959
XS0346859084	91668	EUROCLEAR	USD	680,000	\$680,000	6052960
XS0347452855	91668	EUROCLEAR	USD	190,000	\$190,000	6052961
XS0347872128	91668	EUROCLEAR	USD	1,000,000	\$1,000,000	6052962
XS0347925264	91668	EUROCLEAR	USD	190,000	\$190,000	6052963
XS0349904689	91668	EUROCLEAR	USD	500,000	\$500,000	6052964
XS0351984827	91668	EUROCLEAR	USD	180,000	\$180,000	6052965
XS0352917768	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052966
XS0362500380	91668	EUROCLEAR	USD	3,070,000	\$3,070,000	6052967
XS0364167006	91668	EUROCLEAR	USD	2,390,000	\$2,390,000	6052968
XS0366383387	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052969
XS0353780900	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052970
XS0128857413	91279	EUROCLEAR	EUR	130,000	\$184,613	6054090
XS0206245234	91279	EUROCLEAR	USD	950,000	\$950,000	6054091
XS0207502781	91279	EUROCLEAR	USD	50,000	\$50,000	6054092
XS0216140094	91279	EUROCLEAR	USD	550,000	\$550,000	6054093
XS0264674549	91279	EUROCLEAR	GBP	60,000	\$107,334	6054094
XS0271141565	91279	EUROCLEAR	GBP	50,000	\$89,445	6054095

**EXHIBIT A****CREDITOR -  
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0276510111	91279	EUROCLEAR	USD	1,940,000	\$1,940,000	6054096
XS0276510111	91279	EUROCLEAR	USD	50,000	\$50,000	6054097
XS0299141332	91279	EUROCLEAR	GBP	1,000,000	\$1,788,900	6054098
XS0301813522	91279	EUROCLEAR	USD	400,000	\$400,000	6054099
XS0314889154	91279	EUROCLEAR	USD	50,000	\$50,000	6054100
XS0319211982	91279	EUROCLEAR	USD	430,000	\$430,000	6054101
XS0319273404	91279	EUROCLEAR	USD	300,000	\$300,000	6054103
XS0319610845	91279	EUROCLEAR	EUR	110,000	\$156,211	6054104
XS0320655540	91279	EUROCLEAR	USD	1,000,000	\$1,000,000	6054105
XS0326215893	91279	EUROCLEAR	USD	310,000	\$310,000	6054106
XS0327725528	91279	EUROCLEAR	USD	260,000	\$260,000	6054107
XS0332025120	91279	EUROCLEAR	USD	480,000	\$480,000	6054108
XS0333117611	91279	EUROCLEAR	USD	950,000	\$950,000	6054109
XS0333420395	91279	EUROCLEAR	USD	700,000	\$700,000	6054110
XS0334918322	91279	EUROCLEAR	USD	910,000	\$910,000	6054111
XS0337787161	91279	EUROCLEAR	USD	70,000	\$70,000	6054112
XS0339184615	91279	EUROCLEAR	USD	500,000	\$500,000	6054113
XS0339538448	91279	EUROCLEAR	USD	460,000	\$460,000	6054114
XS0340592681	91279	EUROCLEAR	USD	2,770,000	\$2,770,000	6054115
XS0344095871	91279	EUROCLEAR	USD	370,000	\$370,000	6054116
XS0346461634	91279	EUROCLEAR	USD	1,100,000	\$1,100,000	6054117
XS0346466781	91279	EUROCLEAR	USD	260,000	\$260,000	6054119
XS0347229352	91279	EUROCLEAR	CAD	900,000	\$840,729	6054120
XS0347872128	91279	EUROCLEAR	USD	100,000	\$100,000	6054121
XS0349904689	91279	EUROCLEAR	USD	80,000	\$80,000	6054122
XS0351984827	91279	EUROCLEAR	USD	1,080,000	\$1,080,000	6054123



**EXHIBIT A**

**CREDITOR -  
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0364167006	91279	EUROCLEAR	USD	350,000	\$350,000	6054124
XS0366383387	91279	EUROCLEAR	USD	700,000	\$700,000	6054125
XS0277470943	91279	EUROCLEAR	USD	100,000	\$100,000	6054126
XS0301519681	91279	EUROCLEAR	USD	240,000	\$240,000	6054127
				Total:	\$74,355,494	



\* Principal Amount in U.S. Dollars is based upon the exchange rates of 1.4201 U.S. Dollars per Euro, 1.7889 U.S. Dollars per British Pound, 1.0705 Canadian Dollars per U.S. Dollar and 6.7620 Swedish Krona per U.S. Dollar, as of September 15, 2008.

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<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058578 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  BAWAG P.S.K. Invest GmbH Georg-Coch-Platz 2 1010 Wien, Austria Attention: Robert ZENZ  Telephone number: +43 1 24 102-23063 Email Address: robert.zenz@bawagpskfonds.at		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Name and address where payment should be sent (if different from above)  Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ _____ Please see attachment (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): _____ Please see attachment (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:  Please see attachment (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:  Please see attachment (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;"><b>FOR COURT USE ONLY</b> <b>FILED / RECEIVED</b>  OCT 30 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
<p>Date: 10/30/09</p> <p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p> Jerome Ranawake, Attorney-in-Fact 520 Madison Ave, 34F, NY, NY 10022, 212 277 4034</p>			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150- 5076**

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**ATTACHMENT TO PROOF OF CLAIM OF BAWAG P.S.K. INVEST GMBH  
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the *Petition Date*) and periodically thereafter, Lehman Brothers Holdings Inc. (**LBHI**), and certain of its subsidiaries (LBHI, together with such subsidiaries, the *Debtors*), filed voluntary petitions (the *Chapter 11 Cases*) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the *Bankruptcy Code*). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the *Bar Date Order*) which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the *Bar Date*) for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the *Securities Programs Bar Date*).

3. BAWAG P.S.K. Invest GmbH (the *Claimant*) accordingly files this Lehman Programs Securities Proof of Claim (the *Proof of Claim*) for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or more of Claimant's

customers.<sup>1</sup> As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the following Lehman Programs Securities:<sup>2</sup>

International Securities Identification Number (ISIN)	Depository Blocking Reference Number	Depository Participant Account Number	Principal Component	Interest Component (up to and including September 15, 2008)	Amount of Claim
XS0252835110	CA14785	19640	\$1,424,400.00	\$8,588.00	\$1,432,988.00
XS0231181222	CA14771	19640	\$1,210,740.00	\$38,453.82	\$1,249,193.82
XS0238228901	CA14775	19640	\$1,068,300.00	\$20,758.21	\$1,089,058.21
XS0282937985	CA22485	19640	\$1,424,400.00	\$19,182.00	\$1,443,582.00
XS0257022714	CA14889	19640	\$997,080.00	\$436.97	\$997,516.97
<b>Total:</b>			<b>\$6,124,920.00</b>	<b>\$87,419.00</b>	<b>\$6,212,339.00</b>

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 6,124,920.00 and aggregate accrued and unpaid interest amount or other return (up to and including September 15, 2008) of USD 87,419.00. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to, the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than **USD 6,212,339.00** (the *Lehman Programs Securities Claim*). The foregoing amounts have been converted from EUR to US dollars using the exchange rate prevailing on the Petition Date.

5. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of

<sup>1</sup> The Bar Date Order provides "claims based on any Lehman Programs Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

<sup>2</sup> The Bar Date Order provides "persons or entities that file claims based on any Lehman Programs Security are not required to attach or submit any documentation supporting any claim based on such Lehman Programs Security." Bar Date Order at p. 14.

claim for any additional claims which may be based on the same or additional documents or grounds of liability.

6. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

7. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Programs Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Programs Security.

8. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against

Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in Section 503(b) of the Bankruptcy Code.

9. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under Sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

10. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any of the contracts described herein or that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

11. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors;



(b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

12. All notices regarding this Proof of Claim should be sent to: BAWAG P.S.K. Invest GmbH, Georg-Coch-Platz 2, 1010 Wien, Austria, Attention: Robert ZENZ, with copies to Freshfields Bruckhaus Deringer US LLP, 520 Madison Avenue, 34<sup>th</sup> Floor, New York, New York 10022, Telephone number: 212-277-4000, Attention: Jerome Ranawake and Yehuda Herbst.

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT **BAWAG P.S.K INVEST GmbH** a corporation duly organized and validly existing under the laws of the Republic of Austria, registered in the company register of **Handelsgericht Wien, Marxergasse 1a, 1030 Vienna** under **FN 70844h**, with corporate seat in **1010 Vienna, Austria** and business address at **Georg-Coch-Platz 2, 1010 Vienna, Austria** (the "Company"), represented by **Alois Steinböck** and **Dr. Peter Pavlicek** as members of the management board, each with the power to represent the Company jointly with another member of the management board, the undersigned claimant in the bankruptcy cases styled **In re Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP)** (Jointly Administered) (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York, hereby authorizes **Jerome Ranawake and Harvey Dychiao of Freshfields Bruckhaus Deringer US LLP**, acting jointly or singly, as attorneys in fact for the undersigned, with the full power of attorney to execute and/or file all proofs of claim, documents or court papers he may consider necessary or advisable in connection with the claims to be made in the Bankruptcy Case.

**BAWAG P.S.K INVEST GmbH** further declares that this power of attorney is given for the purpose of vesting in the attorney in fact all authority required or desirable to be vested in an attorney in fact for the above-stated purpose and gives and grants the attorney in fact full and absolute power and authority to do all things necessary to be done in and about the premises.

This Power of Attorney shall be construed in accordance with, and this Power of Attorney and all matters arising out of or relating in any way whatsoever to this Power of Attorney shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has hereunto set his Hand this 15th day of October 2009.

**BAWAG P.S.K. INVEST GmbH**  
Georg-Coch-Platz 2  
A-1018 Wien  
Signed and Delivered  
in the Presence of  
\_\_\_\_\_  
Name Mag. Robert Zenz  
Title Legal Counsel

**BAWAG P.S.K. INVEST GmbH**  
Georg-Coch-Platz 2  
A-1018 Wien  
\_\_\_\_\_  
Name Mag. Robert Zenz  
Title Legal Counsel

**BAWAG P.S.K. INVEST GmbH**  
Georg-Coch-Platz 2  
A-1018 Wien  
\_\_\_\_\_  
Alois Steinböck  
Member of the Management Board  
for

**BAWAG P.S.K. INVEST GmbH**  
Georg-Coch-Platz 2  
A-1018 Wien  
\_\_\_\_\_  
Dr. Peter Pavlicek  
Member of the Management Board  
for  
BAWAG P.S.K. Invest GmbH

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TIME

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) J.P. Morgan Securities Inc. c/o Susan McNamara JPMorgan Legal Department Mail Code: NY1-A436 1 Chase Manhattan Plaza - Floor 26 New York, NY 10005-1401, United States		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Telephone number: 212-552-1038 Email Address: Susan.McNamara@chase.com			
Name and address where payment should be sent (if different from above) JPMSI Income Collection ATTN: Wilson Dong Mail Code: NY1-W030 One Metrotech Center - Floor 4 Brooklyn, NY 11201		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: 347-643-1785 Email Address: Wilson.Dong@jpmorgan.com			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>See Exhibit A hereto</u> (Required)</p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p><u>See Exhibit A hereto</u></p> <p>International Securities Identification Number (ISIN): _____ (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See Exhibit A hereto</u></p> <p>(Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See Exhibit A hereto</u></p> <p>(Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<b>FOR COURT USE ONLY</b> <b>FILED / RECEIVED</b> <b>OCT 30 2009</b> <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b>	
Date: 10/27/2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <i>Samantha E. Hamerman</i> Authorized Signatory			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

Exhibit A to JPMSI Proof of Claim

Total Claim Amount in USD as of 9/15/2008	Principal Amount Owed on Claim in USD as of 9/15/2008	Accrued Interest Owed on Claim in USD as of 9/15/2008	Currency	Date Acquired	Maturity Date	Acceleration Date (if an acceleration date is listed, a true copy of the acceleration notice is attached hereto.)	ISIN	Euroclear Bank Electronic Reference Blocking Number	Euroclear Account Number
\$2,700,000.00	\$2,700,000.00	\$0.00	USD	9/14/2009	10/1/2010	10/6/2009	XS0353382681	6046448	99826
\$700,000.00	\$700,000.00	\$0.00	USD	4/27/2009	3/12/2009	N/A	XS0352912371	6046447	99826
\$1,000,000.00	\$1,000,000.00	\$0.00	USD	4/23/2009	3/28/2018	10/6/2009	XS0352111016	6046446	99826
\$1,517,000.00	\$1,517,000.00	\$0.00	USD	6/17/2009	9/7/2012	N/A	XS0318224598	6046442	99826
\$1,420,000.00	\$1,420,000.00	\$0.00	USD	6/17/2009	11/7/2009	N/A	XS0328596316	6046443	99826
\$13,000,000.00	\$13,000,000.00	\$0.00	USD	6/1/2009	7/30/2009	N/A	XS0342399325	6046445	99826
\$1,000,000.00	\$1,000,000.00	\$0.00	USD	6/1/2009	2/2/2009	N/A	XS0341731767	6046444	99826
<b>\$21,337,000.00</b>									

# J.P.Morgan

To: Lehman Brothers Treasury Co. B.V. ("LBTCBV")  
Atrium  
Strawinskylaan 3105  
1077 ZX Amsterdam  
The Netherlands  
Attention: L. Kho

Lehman Brothers Holdings Inc., ("LBHI")  
745 Seventh Avenue  
New York  
New York 10019  
USA  
Attention: Treasurer

cc: R.J. Schimmelpenninck  
(as bankruptcy trustee of LBTCBV)  
c/o Houthoff Buruma N.V.  
Gustav Mahlerplein 50  
1082 MA Amsterdam  
PO Box 75505  
1070 AM Amsterdam  
The Netherlands

October 5, 2009

Dear Sirs

USD 6,870,000 Commodity Basket Linked Notes due 1 October 2010, Series Number 10219, ISIN - XSO353382681 (the "Notes")  
Base Prospectus dated 24 July 2007 - US\$100,000,000,000 Euro Medium Term Note Program in relation to notes issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG and guaranteed by Lehman Brothers Holdings Inc (the "Base Prospectus")

Capitalised terms used in this letter that are not otherwise defined shall have the meanings given to them in the Base Prospectus and the Final Terms and Conditions of the Notes dated 28 March 2008 (as applicable).

We confirm that we are the Holder of USD2,700,000 principal face value of the Notes.

On 15 September 2008, LBHI filed a petition under Chapter 11 of the U.S Bankruptcy Code. This constitutes an Event of Default under Condition 10(vi) of the Terms and Conditions of the Notes contained in the Base Prospectus (the "Conditions"). On 8 October 2008, LBTCBV, was declared bankrupt within the meaning of the Netherlands Bankruptcy Act. This constitutes an Event of Default under Condition 10(viii) of the Conditions. Both these Events of Default are continuing.

In accordance with Condition 10(c) of the Conditions, we hereby declare the principal amount of all of the Notes immediately due and payable at the Early Redemption Amount.

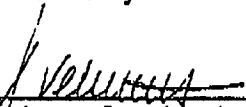
Interest will continue to accrue at the applicable rate in accordance with the Base Prospectus and Final Terms and Conditions of the Notes.

The omission from this notice of any other Event of Default which has occurred and is continuing does not and will not prejudice any rights we may have either generally or to rely on such Events of Default for the purpose of this notice.

The provisions of the Base Prospectus and the Final Terms and Conditions of the Notes shall continue in full force and effect and all rights and remedies which we may have on, before or after the date of this notice in relation to any circumstances or matters (including, without limitation, any rights and remedies in respect of the Events of Default referred to above), whether subsisting at the date of this notice or otherwise are hereby expressly reserved. Failure to exercise such rights and remedies for any period of time shall not constitute a waiver of, or as prejudicing, that or any other right or remedy.

This notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by English law.

Yours faithfully

  
J.P. Morgan Securities Inc.

NEELIMA VELUVOLU  
Authorized Signatory



# J.P.Morgan

To: Lehman Brothers Treasury Co. B.V. ("LBTCBV")  
Atrium  
Strawinskylaan 3105  
1077 ZX Amsterdam  
The Netherlands  
Attention: L. Kho

Lehman Brothers Holdings Inc., ("LBHI")  
745 Seventh Avenue  
New York  
New York 10019  
USA  
Attention: Treasurer

cc: R.J. Schimmelpenninck  
(as bankruptcy trustee of LBTCBV)  
c/o Houthoff Buruma N.V.  
Gustav Mahlerplein 50  
1082 MA Amsterdam  
PO Box 75505  
1070 AM Amsterdam  
The Netherlands

October 5, 2009

Dear Sirs

USD 2,000,000 Index Linked Notes due March 28, 2018, Series Number 10105, ISIN - XSO352111016 (the "Notes")  
Base Prospectus dated 24 July 2007 - US\$100,000,000,000 Euro Medium Term Note Program in relation to notes issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG and guaranteed by Lehman Brothers Holdings Inc (the "Base Prospectus")

Capitalised terms used in this letter that are not otherwise defined shall have the meanings given to them in the Base Prospectus and the Final Terms and Conditions of the Notes dated March 26, 2008 (as applicable).

We confirm that we are the Holder of USD1,000,000 principal face value of the Notes.

On 15 September 2008, LBHI filed a petition under Chapter 11 of the U.S Bankruptcy Code. This constitutes an Event of Default under Condition 10(vi) of the Terms and Conditions of the Notes contained in the Base Prospectus (the "Conditions"). On 8 October 2008, LBTCBV, was declared bankrupt within the meaning of the Netherlands Bankruptcy Act. This constitutes an Event of Default under Condition 10(viii) of the Conditions. Both these Events of Default are continuing.

In accordance with Condition 10(c) of the Conditions, we hereby declare the principal amount of all of the Notes immediately due and payable at the Early Redemption Amount.

Interest will continue to accrue at the applicable rate in accordance with the Base Prospectus and Final Terms and Conditions of the Notes.

The omission from this notice of any other Event of Default which has occurred and is continuing does not and will not prejudice any rights we may have either generally or to rely on such Events of Default for the purpose of this notice.

The provisions of the Base Prospectus and the Final Terms and Conditions of the Notes shall continue in full force and effect and all rights and remedies which we may have on, before or after the date of this notice in relation to any circumstances or matters (including, without limitation, any rights and remedies in respect of the Events of Default referred to above), whether subsisting at the date of this notice or otherwise are hereby expressly reserved. Failure to exercise such rights and remedies for any period of time shall not constitute a waiver of, or as prejudicing, that or any other right or remedy.

This notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by English law.

Yours faithfully

  
J.P. Morgan Securities Inc.

NEELIMA VELUVOLU  
Authorized Signatory

**FedEx.**

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United States Bankruptcy Court/Southern District of New York

Pg 128

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

# LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000062814



**Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009**

Name and address of Creditor (and name and address where notices should be sent if different from Creditor)

The Värde Fund IX-A, L.P.  
c/o Brown Rudnick LLP  
Seven Times Square  
New York, NY 10036  
Attn: Howard Steel, Esq.

Telephone number: 212.209.4800

Email Address: hsteel@brownrudnick.com

☐ Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Värde Management, L.P. (agent for The Värde Fund IX-A, L.P.)  
8500 Normandale Lake Blvd, Suite 1500  
Minneapolis, MN 55437  
Attn: Liquid Operations / [Operations@varde.com](mailto:Operations@varde.com) / 952.374.5122  
Attn: Scott Hartman / [shartman@varde.com](mailto:shartman@varde.com) / 952.820.1160

Telephone number: (provided above)

Email Address: (provided above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$** \_\_\_\_\_ **See Exhibit A, attached** (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN):** \_\_\_\_\_ **See Schedule I, attached** (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

See Schedule I, attached

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

See Schedule I, attached

(Required)

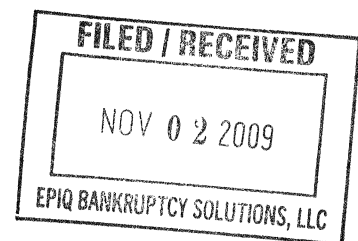
5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**Date.** \_\_\_\_\_ **Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Nathan J. Geske  
Vice President

(see payment address above)

FOR COURT USE ONLY



**EXHIBIT A**

**ADDENDUM TO  
PROOF OF CLAIM OF THE VÄRDE FUND IX-A, L.P.**

1. This Proof of Claim is, and shall be deemed to be, filed, submitted and asserted by The Värde Fund IX-A, L.P. (“Värde”) against Lehman Brothers Holdings Inc. (“LBHI”) and its affiliates, as debtors and debtors-in-possession (collectively, the “Debtors”) in each of their respective chapter 11 cases. Värde is filing this Proof of Claim in order to set forth the claims of Värde relating to “Lehman Programs Securities” against LBHI and the Debtors, as more fully described below.

2. Värde is a noteholder in several notes series issued by Lehman Brothers Treasury Co. B.V. (“LBT”) and LBHI (collectively, the “Notes”), and is also a holder of certificates issued by Lehman Brothers Securities N.V. (“LBS”) and LBT (collectively, the “Certificates”), as more fully described on the attached Schedule 1.

3. Värde asserts this claim against LBHI for any and all prepetition and postpetition amounts and liabilities in respect of the Notes, Certificates and any other documents related thereto, including, without limitation, any and all principal, premiums, interest, additional interest, periodic payments, coupon payments, fees, costs, expenses, attorneys’ and professionals’ fees and disbursements, any final redemption amounts, automatic redemption amounts, cash settlement amounts, physical settlement amounts, fractional share amounts, cancellation amounts, early redemption amounts, any other amounts owed, and any and all indemnification obligations owed under the Notes and Certificates (as applicable), and to the extent allowed by law.

4. Pursuant to that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI, dated June 9, 2005 (the “2005 Guarantee”), a copy of which

is attached hereto as Exhibit B, LBHI has guaranteed the payment of all liabilities, obligations and commitments of certain subsidiaries, including LBT and LBS. Pursuant to that certain Guarantee Agreement in respect of LBT, dated July 24, 2008 (the “2008 Guarantee”), a copy of which is attached hereto as Exhibit C, LBHI unconditionally and irrevocably guaranteed the performance of all of LBT’s obligations in the Notes, including, without limitation, the payment of principal and interest, together with all other sums payable by LBT under the Notes. The 2008 Guarantee extends to the ultimate balance of the Notes notwithstanding any settlement of accounts, or other matter whatsoever, and remains in full force and effect until all obligations have been irrevocably paid and satisfied in full. Värde thus asserts its claim with respect to the Notes and Certificates against LBHI on the basis of the 2005 Guarantee, the 2008 Guarantee, and any other guarantees, contractual or otherwise, by LBHI for the benefit of LBT and LBS.

5. As certain of the damages described above are contingent, unliquidated and likely to continue, the exact amount of Värde’s total claim as set forth herein is unknown at this time. Värde reserves the right to amend or supplement this Proof of Claim, and any schedule or exhibit attached hereto, as it may deem necessary and proper.

6. Värde reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Värde by LBHI and the Debtors, including, without limitation, any rights of setoff and/or recoupment not expressly observed above. Värde reserves the right to file additional proofs of claim for additional claims which may be based on the same or additional documents. Värde reserves the right to file additional proofs of claim for administrative expenses or other claims entitled to priority. Värde reserves the right to file claims for the payment of interest (subject to applicable law) and for the reimbursement of all reasonable expenses (including attorneys’ fees and

collection fees) incurred by Värde in connection with the claims described herein. Värde further reserves all of its rights as against the other debtors in these Chapter 11 proceedings and against other Lehman entities in any other Lehman proceeding in the United States or overseas.

7. This Proof of Claim is filed under the compulsion of the bar date set in this case and is filed to protect Värde from forfeiture of its claim by reason of said bar date. The filing of this Proof of Claim shall not constitute: (a) a waiver, release, or limitation of Värde's rights against any person, entity or property (including, without limitation, LBHI or any other person or entity that is or may become a debtor in a case pending in this Court) in which Värde has a security interest or lien, (b) a consent by Värde to the jurisdiction or venue of this Court or any other court with respect to the proceedings, if any, commenced in any case against or otherwise involving Värde with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving Värde, (c) a waiver, release, or limitation of the right of Värde to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution, (d) a consent by Värde to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver, release, or limitation of Värde's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a U.S. District Court Judge, (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Värde, (g) a consent to the termination of LBHI's liability to Värde by any particular court, including, without limitation, this Court, (h) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c), or (i) an election of remedies. No judgment has been rendered on this claim. This claim is not subject to any setoff or counterclaim rights by LBHI.

8. Copies of any documents that underlie or evidence the obligations of LBHI, the Debtors, and any issuer to Värde that are not attached hereto are available upon written request to Värde.

9. All notices and distributions in respect of this claim should be forwarded to: The Värde Fund IX-A, L.P. c/o Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Howard S. Steel, Esq.



**SCHEDULE 1**

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Count	ISIN	Issuer	Depository Institution	Depository Account Number	USD Claim Amount	Issued Currency	The Värde Fund, L.P.	The Värde Fund V-I, L.P.	The Värde Fund V-II, L.P.	The Värde Fund V-III, L.P.	The Värde Fund V-IV, L.P.	The Värde Fund V-V, L.P.	The Värde Fund V-VI, L.P.	The Värde Fund V-VII, L.P.	The Värde Fund V-VIII, L.P.	The Värde Fund V-IX, L.P.	The Värde Fund V-X, L.P.	The Värde Fund V-XI, L.P.	The Värde Fund V-XII, L.P.	The Värde Fund V-XIII, L.P.	The Värde Fund V-XIV, L.P.	The Värde Fund V-XV, L.P.	The Värde Fund V-XVI, L.P.	The Värde Fund V-XVII, L.P.	The Värde Fund V-XVIII, L.P.	The Värde Fund V-XIX, L.P.	The Värde Fund V-XX, L.P.	The Värde Fund V-XXI, L.P.	The Värde Fund V-XXII, L.P.	The Värde Fund V-XXIII, L.P.	The Värde Fund V-XXIV, L.P.	The Värde Fund V-XXV, L.P.	The Värde Fund V-XXVI, L.P.	The Värde Fund V-XXVII, L.P.	The Värde Fund V-XXVIII, L.P.	The Värde Fund V-XXIX, L.P.	The Värde Fund V-XXX, L.P.	The Värde Fund V-XXXI, L.P.	The Värde Fund V-XXXII, L.P.	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**EXHIBIT B**

**2005 GUARANTEE**

06/08/2005

15:41

LEHMAN → 916467582653

NO. 504

001

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**

06-09-05 11:31 JDM INVESTMENTS

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NO. 524 002 P. 02

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**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegates thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Fuld, Jr.

  
John D. Macomber

06/08/2005 15:41 LEHMAN → 916467582653

NO. 504 003

**Schedule A**  
**to LBHI Unanimous Written Consent**  
**dated June 9, 2005**

	<b>Name of Subsidiary</b>	<b>Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?</b>
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

**EXHIBIT C**

**2008 GUARANTEE**

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE LLP**

**EXECUTION COPY**

**LEHMAN BROTHERS HOLDINGS INC.  
LEHMAN BROTHERS TREASURY CO. B.V.  
LEHMAN BROTHERS BANKHAUS AG**

**U.S.\$100,000,000,000  
EURO MEDIUM-TERM NOTE PROGRAM**

*Unconditionally and irrevocably guaranteed, as to Notes to be issued by  
Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG, by*

**LEHMAN BROTHERS HOLDINGS INC.**

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**GUARANTEE AGREEMENT**

*in respect of*

**LEHMAN BROTHERS TREASURY CO. B.V.**

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24 July 2008



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**THIS GUARANTEE AGREEMENT** is made as of 24 July 2008

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**BY**

(1) **LEHMAN BROTHERS HOLDINGS INC.** (the "**Guarantor**")

**IN FAVOUR OF**

(2) **HOLDERS** (as defined below); and

(3) **THE ACCOUNTHOLDERS** (as defined below);

**WHEREAS**

(A) **LEHMAN BROTHERS HOLDINGS INC., LEHMAN BROTHERS TREASURY CO. B.V. and LEHMAN BROTHERS BANKHAUS AG** (each an "**Issuer**" and together the "**Issuers**") have established a Program (the "**Program**") for the issuance of medium-term notes (the "**Notes**"). In connection with the Program the Issuers have entered into an Amended and Restated Fiscal Agency Agreement dated 24 July 2008 (as supplemented and amended from time to time, the "**Fiscal Agency Agreement**") with the Bank of New York Mellon, acting through its London Branch, as Fiscal Agent, the Bank of New York Mellon, acting through its New York Branch, as Registrar and the other parties referred to therein. Notes in bearer form may be represented initially by (in the case of Issuers other than Lehman Brothers Holdings Inc.) a permanent global Note (the "**Permanent Global Note**") or by a temporary global Note (the "**Temporary Global Note**") exchangeable in accordance with its terms for a Permanent Global Note or, as the case may be, definitive notes in bearer form ("**Definitive Notes**") and/or registered Notes ("**Registered Notes**") represented by definitive Notes in registered form ("**Definitive Registered Notes**"), global Notes in registered form ("**Global Registered Notes**") or Notes in registered uncertificated form. Permanent Global Notes are, in accordance with their respective terms, exchangeable for Definitive Notes. Registered Notes may be represented initially by Definitive Registered Notes and/or Global Registered Notes. Global Registered Notes, are themselves exchangeable, in accordance with their terms, for Definitive Registered Notes. References herein to "**Global Notes**" shall be to Permanent Global Notes, Temporary Global Notes and Global Registered Notes. A Global Note will be delivered to a depositary or a common depositary or a common safekeeper or a custodian, as the case may be, for any one or more of the Clearing Systems (as defined below) for credit to such securities clearing (or any other) account or accounts with any Clearing System as may be determined by the terms and conditions and operating procedures or management regulations of the relevant Clearing System with its respective participants and/or accountholders. Notes denominated in Australian dollars may be issued in the domestic Australian capital markets ("**Australian Domestic Notes**") and Notes denominated in New Zealand dollars that may be cleared through the Austraclear New Zealand System ("**New Zealand Domestic Notes**") may be issued by Lehman Brothers Treasury Co. B.V. ("**LBTCBV**"), in each case pursuant to a deed poll to be executed by LBTCBV (the "**Deed Poll**"), and such Australian Domestic Notes and New Zealand Domestic Notes will be issued in registered, uncertificated and dematerialised book-entry form and take the form of entries on a register to be

maintained by an Australian or New Zealand registrar, as applicable, to be appointed by LBTCBV.

- (B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by LBTCBV under the Notes issued by LBTCBV (the "**Guaranteed Issuer**") and to guarantee irrevocably the performance by the Guaranteed Issuer of its obligations under the Deed of Covenant, dated 24 July 2008, by the Guaranteed Issuer in favour of the parties identified therein (as supplemented, amended or replaced from time to time, the "**Deed of Covenant**") and the performance by the Guaranteed Issuer of its obligations under the Deed Poll.

**NOW THIS GUARANTEE WITNESSES** as follows:

**1. DEFINITIONS**

- 1.1 In this Guarantee the following words and expressions shall have the following meanings:

"**Accountholder**" shall bear the meaning ascribed thereto in the Deed of Covenant in respect of Guaranteed Notes;

"**Clearing System**" means each of Euroclear, Clearstream, Luxembourg, DTC and any other clearing system specified in the relevant Final Terms;

"**Conditions**" means the terms and conditions of the relevant Notes, as the same may be modified or supplemented in accordance with the terms thereof, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof;

"**DTC**" means The Depository Trust Company;

"**Guaranteed Note**" shall mean a Note issued by the Guaranteed Issuer (including an Australian Domestic Note and a New Zealand Domestic Note) and shall include any related Coupon, Talon or Receipt;

"**Holder**" shall bear the meaning ascribed thereto in the Conditions, in respect of any Guaranteed Note;

"**Relevant Date**" means either (i) the date on which payment of the relevant Note first becomes due or (ii) if the full amount of the moneys payable has not been received by the Fiscal Agent (or any other paying agent in respect of the relevant Note) on or prior to such due date, the date on which all moneys then due for payment shall have been so received and notice to that effect shall have been duly given to the Holders or Accountholders; and

"**this Guarantee**" shall mean this Guarantee Agreement as amended or supplemented from time to time.

- 1.2 Headings used in this Guarantee are for each of reference only and shall not affect its construction.
- 1.3 Unless otherwise defined herein, terms defined in the Conditions have the same respective meanings when used in this Guarantee.

2. **GUARANTEE**

2.1 The Guarantor hereby irrevocably and unconditionally guarantees to the Holders and the Accountholders ~~the performance by the Guaranteed Issuer of all its obligations~~ pursuant to the Conditions of the Notes including without limitation:

- (a) ~~the due and punctual payment of each amount~~ payable in respect of any Guaranteed Note, the Deed of Covenant and the Deed Poll as and when the same become due and payable; and
- (b) ~~any obligation to deliver or procure the delivery of any securities~~ pursuant to such Conditions,

so that the Guarantor shall, if the Guaranteed Issuer shall fail punctually to perform any such obligation forthwith ~~perform or procure the performance of the obligation~~ in accordance with the applicable Conditions upon written demand by such Holder or Accountholder including (without limitation) the due and punctual payment of any such amount in the manner and currency prescribed by such Guaranteed Note which the Guaranteed Issuer shall be liable to pay under and pursuant to such Guaranteed Note, the Deed of Covenant or the Deed Poll or the delivery of any securities pursuant to such Conditions and which the Guaranteed Issuer shall have failed to pay or deliver (as the case may be) at the time such demand is made.

2.2 This Guarantee is ~~one of payment~~ and not collection. The Guarantor acknowledges that its obligations hereunder are several and independent obligations of the Guaranteed Issuer and that the Guarantor shall be liable as sole principal debtor, with the consequence that such liability will not be discharged, impaired or otherwise affected by anything which would not so discharge, impair or otherwise affect its liability if it were a sole principal debtor, including without limitation:

- (a) any time, indulgence, waiver or consent at any time given to the Guaranteed Issuer or any other person;
- (b) any amendment to the Conditions in respect of the Guaranteed Notes, the Deed of Covenant or the Deed Poll or to any security or other guarantee or indemnity;
- (c) the making or absence of any demand on the Guaranteed Issuer or any other person;
- (d) the enforcement or absence of enforcement of any Guaranteed Notes, the Deed of Covenant or the Deed Poll or of any security or other guarantee or indemnity;
- (e) the release of any such security, guarantee or indemnity;
- (f) the dissolution, amalgamation, reconstruction or reorganisation of the Guaranteed Issuer or any other person;
- (g) the winding up of the Guaranteed Issuer or the bringing of any analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; and

- (h) the illegality, invalidity, irregularity or unenforceability of, or any defect in, any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll or any of the Guaranteed Issuer's obligations in respect thereof.
- 2.3 As a separate and alternative stipulation, the Guarantor irrevocably agrees that any sum expressed to be payable by the Guaranteed Issuer under any Guaranteed Note, the Deed of Covenant or the Deed Poll which is for any reason (including, without limitation, by reason of any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll being or becoming void, unenforceable or otherwise invalid under any applicable law) (whether or not now known or becoming known to the Guaranteed Issuer, the Guarantor, the Holder(s), the Accountholder(s) or any other person) not recoverable from it on the basis of a guarantee, will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder(s) or the Accountholder(s) on written demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by the Holder(s), the Accountholder(s) or any other person.
- 3. **STATUS**
  - 3.1 The claims of the Holders and Accountholders against the Guarantor in respect of senior Guaranteed Notes will constitute direct, unconditional and (subject to the provisions of Condition 11 (*Negative Pledge with respect to Senior Notes*) and the provisions of the Fiscal Agency Agreement) unsecured obligations of the Guarantor and rank *pari passu* in right of payment among the Guarantee, prior to the equity securities of the Guarantor and equally with all other unsecured and unsubordinated debt obligations of the Guarantor (subject, in the event of insolvency, to laws affecting creditors' rights generally).
  - 3.2 The claims of the Holders and the Accountholders against the Guarantor in respect of subordinated Guaranteed Notes constitute direct, unsecured and subordinated obligations of the Guarantor and rank *pari passu* among themselves and *pari passu* will all other present and future unsecured, unconditional and subordinated indebtedness of the Guarantor and will be subordinated, in the event of the winding-up of the Guarantor, to the claims of its Senior Creditors. Amounts payable under the Guarantee shall be due and payable by the Guarantor in such winding-up only if and to the extent that all claims against the Guarantor by its Senior Creditors have been paid in full.
  - 3.3 Subject to applicable law, no Holder or Accountholder may be granted any security by the Guarantor or any third party or claim any right of set-off in respect of any amount owed to it by the Guarantor under this Guarantee in connection with subordinated Guaranteed Notes and each Holder or relevant Accountholder shall be deemed to have waived all such rights.
  - 3.4 Subsequent agreements which limit the subordination effected pursuant to Clause 3.2 or which accelerate payments under this Guarantee in respect of subordinated Guaranteed Notes are not permitted by law. Should payments be effected in respect of subordinated Guaranteed Notes by the Guarantor before the maturity date without legal preconditions

being fulfilled, the amount paid shall be refunded to the Guarantor notwithstanding any agreement to the contrary.

4. **CONTINUING GUARANTEE**

This Guarantee is a continuing guarantee and shall extend to the **ultimate balance** of all the obligations of the **Guaranteed Issuer** under any Guaranteed Note notwithstanding any settlement of account or other matter or thing whatsoever. It shall remain in full force and effect until all such obligations have been irrevocably paid and satisfied in full. Furthermore, such obligations are additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in favour of any person.

5. **REINSTATEMENT**

If any payment received by a Holder or Accountholder shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event of the Guaranteed Issuer, be avoided or set aside under any laws relating to such events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Guaranteed Issuer, provided that the obligations of the Guaranteed Issuer and/or the Guarantor under this Clause 5 shall, as regards each payment made to the Holder or Accountholder which is avoided or set aside, be contingent upon such payment being reimbursed to the Guaranteed Issuer or other persons entitled through the Guaranteed Issuer.

6. **IMMEDIATE RECOURSE**

The Guarantor waives any right it may have of first requiring a Holder or Accountholder to proceed against or enforce any other rights or security against the Guaranteed Issuer or any other person before claiming from the Guarantor hereunder.

7. **COVENANTS**

The Guarantor covenants in favour of the Holders and the Accountholders that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

8. **DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Fiscal Agent until all obligations of the Guaranteed Issuer and/or in respect of the Guaranteed Notes have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and Accountholder to the production of this Guarantee.

9. **STAMP DUTIES**

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify each Holder and Accountholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonably legal fees and any

applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure of the Guarantor to pay or delay in paying any of the same.

10. **PARTIAL INVALIDITY**

If at any time any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

11. **NOTICES**

All notices, demands or other communications by any Holder or Accountholder upon the Guarantor shall be duly served upon the Guarantor if served on the Guarantor by letter at 745 Seventh Avenue, New York, New York 10019.

12. **GOVERNING LAW**

This Guarantee shall be governed by, and construed in accordance with, the law of the State of New York.

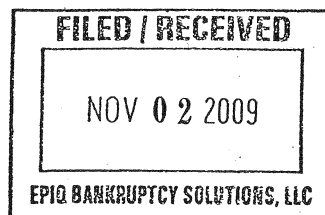
**IN WITNESS** whereof the Guarantor has executed this Guarantee the day and year first above written.

**EXECUTED** )  
by **LEHMAN BROTHERS HOLDINGS INC.** )  
acting by ) **PAOLO TONUCCI**



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